

DECLARATION OF ADAM MUHAMMAD
Pursuant to 28 U.S.C. § 1746

I, Adam Muhammad, have personal knowledge of the facts and matters set forth below. If called as a witness, I could and would testify as follows:

1. My name is Adam Muhammad. I am over the age of 18 and reside in Franklinton, North Carolina.
2. Sometime around 2021, a friend told me about a company called Optimize Digital, which would set up advertisements for products on my behalf, and I would receive a portion of whatever was sold. I did some research into it and talked to someone at the company named Chino, and I ended up signing a contract with Optimize.
3. Chino told me that he also worked with a company called Passive Scaling. I spoke with Chino and someone else from Passive Scaling to learn more about the company. I remember being shown a spreadsheet with a graph showing how much money I could make with Passive Scaling, but I don't remember the particular numbers. My understanding was that Passive Scaling would handle all of the purchasing and shipping for my Amazon store.
4. In February 2022, I decided to sign a contract with Passive Scaling for two Amazon stores for \$30,000 total. Attached hereto as **Attachment A** is a true and correct copy of my contract with Passive Scaling.
5. The contract includes a "Non-Disparagement" provision that states:

During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement, shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such

comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true.

6. I paid the \$30,000 to Passive Scaling using a wire transfer. To pay for it, I sold some stocks and cryptocurrency I owned, and I also contributed money I had saved. The contract also required that I pay a “software fee” of \$99 every month “directly to” the software provider. I paid this with a credit card.
7. I decided to invest with Passive Scaling because I thought I could make a good amount of money without having to spend a lot of my own time doing it.
8. At the beginning of my contract, things seemed to go fine, but around six months or so in, I started having a really hard time getting Passive Scaling to do what it needed to do—and what it agreed to do under the contract—to run my stores. Products weren’t getting shipped to Amazon or were taking sometimes months to arrive, so they weren’t readily available to sell in my stores. Passive Scaling also told me I needed to keep spending thousands of dollars every month on products, even though the products I’d just purchased hadn’t sold yet. Passive Scaling also kept changing the manager of my stores.
9. Queenie C was the vendor manager of one of my stores. I often texted and emailed her to try to get updates on my store. Usually she acted as the messenger between me and someone else at the company, and it took a long time to get a response and my questions answered. Queenie often had to reach out to another person at the company named Jerdonna for information, and it usually took a long time for Jerdonna to respond. I also repeatedly tried to get information about inventory Passive Scaling had ordered for me that went missing, but I couldn’t get a real response. Attached hereto as **Attachment B** is a true and correct copy of screenshots of my text exchange with Queenie from May 17,

2023, through July 8, 2024. The red numbers on each screenshot are how I preserved the order of the screenshots when I provided them to the FTC.

10. I also communicated with a person at Passive Scaling named Jan Marie, who was a manager for one of my stores for a time. She texted me to tell me she was my store's new manager. Attached hereto as **Attachment C** is a true and correct copy of a screenshot of my text exchange with Jan Marie from June 2023.
11. I also had issues with some of the inventory that Passive Scaling ordered for my stores. Amazon flagged inventory Passive Scaling had purchased as counterfeit, but Passive Scaling didn't respond to Amazon about it. Amazon also said that my store was selling products that were geographically restricted, and Passive Scaling didn't respond to Amazon. Attached hereto as **Attachment D** is a true and correct copy of these emails.
12. Eventually, I had had enough with Passive Scaling's lack of communication and the lengthy amount of time it took to get items sent to my Amazon stores. I started asking about a refund around November 2023. I texted Queenie with my request and questions, and I also sent emails to Passive Scaling trying to get answers. Attached hereto as **Attachment E** is a true and correct copy of two email exchanges I had with Passive Scaling in December 2023.
13. Even though I repeatedly emailed and texted to try to get answers, Passive Scaling didn't give them to me. After some effort I was able to locate the phone number for Steven Rozenfeld, Passive Scaling's CEO. On January 16, 2024, I spoke with him about my concerns with Passive Scaling after calling him at the phone number [REDACTED]-9040. When I asked Steven if he would give me his personal phone number, he refused, saying that my contract was with Passive Scaling, not him. He told me he was running a "new

entity” where he has “full control over everything.” I understood that this new entity was called FBA Machine. I told Steven about the complaint I received from Amazon about counterfeit goods being sold in my store. Steven told me that Passive Scaling wasn’t taking any new business and that the person I should talk to is Jerdonna, who he said was “part time” and “like the only one left with the company.”

14. I did what Steven said and set up a call with Jerdonna. I spoke with her on January 23, 2024, about getting a refund from Passive Scaling. She told me that refunds are “handled by an external legal and finance team” and said I should email legal@passivescaling.com to start the refund process.

15. After I got off the call with Jerdonna, I sent a copy of my contract to legal@passivescaling.com, as Jerdonna instructed. I got an email on January 24 saying that I would hear back from legal by January 30, but that didn’t happen. I repeatedly followed up with legal@passivescaling.com, trying to get a response. Attached hereto as **Attachment F** is a true and correct copy of an email exchange with legal regarding my refund request.

16. I also reached out to Jerdonna and info@passivescaling.com when my emails to legal weren’t responded to. Attached hereto as **Attachment G** is a true and correct copy of these email exchanges.

17. I finally received a response on March 6, 2024, with a “Settlement Agreement and Release of Claims.” Even though Jerdonna previously told me the document had been sent to me, I didn’t receive anything. Attached hereto as **Attachment H** is a true and correct copy of the settlement contract Passive Scaling sent me.

18. The contract contains a provision called “No Active Lawsuits” that states the following:

Client understands that in signing this Agreement, Client agrees to discontinue and refrain from initiating any lawsuits related to the Dispute and the Contract within thirty (30) days of the execution of this Agreement. Client further agrees to leave no Bad Reviews (Meaning any post, public writing, message, statement, report or complaint that is derogatory or damages the reputation of Passive and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives) against Passive and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives. If Client has already left a Bad Review, Client agrees to take it down within thirty (30) days of execution of this Agreement. Client acknowledges that the failure to meet its obligations under this section shall be deemed a default under this Agreement and Client would waive its rights and entitlement to payment from the Settlement Fund.

19. I had some questions about the document, and I was able to speak with Jerdonna on March 7, 2024. When I asked why the document said I would only be receiving a \$15,000 refund—not the \$30,000 I originally paid, she said that what I received was “standard” and that most people get about 50% of what they paid. I asked if I could speak to the legal team, and Jerdonna said she would have to look into it.
20. I kept on trying to schedule a meeting with the legal team to discuss my questions about the settlement, but I wasn’t able to. At the end of May 2024, Jerdonna finally told me that I had been added to the “payment list” for that week. I never received any payment. Attached hereto as **Attachment I** is a true and correct copy of these email exchanges.
21. I finally gave up on getting a refund from Passive Scaling. I was able to sell both of my stores on Facebook, but I still did not recoup my losses. All in all, I estimate that I lost between \$10,000 to \$20,000 after signing up with Passive Scaling. I’m still struggling to pay all of the credit card debt I have from agreeing to work with Passive Scaling, and I know that I’m not the only one who’s been affected by what Passive Scaling did.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: Nov, 13, 2024
Franklinton, North Carolina



Adam Muhammad

Ecommerce consulting contract Amazon (2x) 30k Bundle

Initial Consulting Fee "Store Infrastructure Fee" - this goes directly towards warehousing expenses, full time employees & benefits, consulting expertise, web build & store build, product selection, & initial inventory:

Price \$30,000 ~ Quantity 2 Amazon FBA/Dropship Hybrid Stores~ Total Price \$30,000

Management Fee - \$199 or 35% Minimum management fee of \$199 per month or thirty five percent (35%) of net profit - this fee begins the following month after fulfillment of initial payment:

Price \$199 ~ Monthly \$199 ~ Total Price \$199

Software Fee - Fee paid directly to software provider:

Price \$99 ~ Monthly \$99 ~ Total Price \$99

Minimum Working Capital - \$10,000 This is the minimum requirement of available credit or capital to cover inventory & wholesale price of drop shipped items. Amazon pays every two weeks, and this money covers orders until the scheduled store payout.

Recommended credit available for expedited scaling process is \$15,000.

Total one time fee: \$30,000

This E-Commerce Consulting Agreement ("Agreement"), is dated as of, 8th February 2022 , by and between PASSIVE SCALING INC, a New Jersey Corporation company, whose address is 78 John Miller Way , Suite 2111 , Kearny NJ 07032 (hereinafter "Consultant"), and , Adam Mojamaal (hereinafter "Client").

WHEREAS, Client desires to engage Consultant's services, as an independent contractor, upon the terms and conditions herein set forth; and

WHEREAS, Consultant desires to render consulting services to Client upon the terms and conditions herein set forth; NOW, THEREFORE, Consultant and Client (together, the "Parties"), for \$10.00 and other good and valuable consideration, the receipt and sufficiency are hereby mutually acknowledged, agree to the following terms and conditions whereby Consultant shall consult Client in connection with an e-commerce store on the Amazon FBA platform (the "Store"):CONSULTANT'S SERVICES - Consultant agrees to perform the following services ("Services"):Maintain Client's Store,

including configuring the Amazon FBA storefront and configuring the frontend back end systems necessary to manage the Store. Review, research, source, select, and list products for the Client's Store. Respond to customers' phone and email inquiries in support of Client's Store and shall exercise good faith efforts to resolve customer inquiries, handle product returns, and manage billing matters. Maintain oversight of Client's Store and its financial performance; however, Consultant shall have no obligation to, and does not intend to, provide financial advice to Client concerning the operation of Client's Store (Client shall confer with its professional financial advisors concerning all financial inquiries).

CLIENT RESPONSIBILITIES.

Client understands there is a period that will delay the commencement and commercial operations of the Store, including, without limitation, a 1 to 4 month configuration period (and perhaps longer, depending on the circumstances specific to each proposed Store) where Client must complete certain obligations. Until Client satisfies all contractual and legal requirements for the creation and operation of Client's Store, Consultant cannot commence providing the Services as set forth in Section 1 of this Agreement. Within the first eight (8) months of this Agreement, Client will use best efforts to obtain, and maintain for the duration of this Agreement, a credit card issued through a United States federally insured banking institution with a minimum credit limit of fifteen thousand (\$15,000.00) dollars USD. In no event shall Consultant be responsible for payment of any kind and any other obligation under Client's credit card, all of which credit card obligations shall be solely that of Client. Furthermore, unless Consultant provides written consent: (i) at no time shall Client Pause its Store, allow for a Suspension, or place its Amazon FBA account or Store in Vacation Mode, such terms being defined or referenced on the Amazon FBA website or in other written materials made available to Client; and (ii) Client shall not allow its Store to remain shut down for more than ninety (90) days during the term of this Agreement. (B) Within thirty (30) days from the commencement of this Agreement, Client shall provide Consultant with only necessary information for the purpose of Consultant carrying out its obligations under this Agreement. Client shall use its best efforts to assist Consultant in obtaining all information deemed necessary by Consultant to implement Consultant's Services. COMPENSATION. In consideration for this Agreement, Client shall pay Consultant a one-time consulting fee of thirty thousand two hundred and ninety eight dollars (\$30,298.00) USD (the "Fee"), via wire transfer or ACH to Consultant's bank account within 72 hours of execution of this Agreement. Except as expressly permitted under Section 10, the Fee is non-refundable. Client shall also thereafter, beginning in the month following the month in which the Fee is paid, pay Consultant one hundred ninety nine (\$199.00) USD per month (the "Maintenance Fee"), or thirty five

percent (35%) of the Net Profit from Client's Store per month (the "Ongoing Commission"), whichever is greater plus an additional ninety nine dollars (\$99) software fee paid directly to the software provider. Client shall not be responsible for payment of the Ongoing Commission or the Maintenance Fee if, other than E-Commerce Consulting Agreement due to breach of this Agreement by Client, there is no activity in Client's Store for said month (or a portion thereof, where such portion exceeds 15 days). Consultant shall invoice Client monthly, and Client has seventy-two (72) hours to remit payment. TERM – This Agreement shall commence on the last date of execution by both parties and shall continue in effect for a period of one (1) year (the "Initial Term") thereafter. Upon completion of the Initial Term, the Agreement shall automatically extend on a month-to-month basis (the "Option Term") until written notice is provided by either party, to the other party, in accordance with Section 5. TERMINATION – Client may terminate this Agreement at any time by providing written notice to Consultant. Consultant may terminate this Agreement, at any time, for cause, with fourteen (14) days written notice to Client. Consultant may terminate the Option Term, without cause, at any time. For this Section, "cause" shall include, but not be limited to: (1) any act or omission by Client, which interferes with the operation of the Store or Consultant's ability to render Services, in Consultant's sole discretion; or (2) Client's breach or threatened breach of any term in this Agreement. If Client breaches any term under this Agreement, independent of any actions Amazon FBA may take from time to time, Consultant may Pause Client's Store, which, Consultant may only reactivate, in Consultant's sole discretion. NON-DISPARAGEMENT – During this Agreement and for one (1) year thereafter, the Parties mutually agree that any issues or problems that either party has regarding the other with respect to this Agreement, shall be discussed with the other party in a professional and private manner. The Parties hereby mutually agree not to disparage, insult, or fabricate information regarding the other party in any online or offline forum or any other forum whatsoever, including but not limited to social media channels, regardless of whether such comments or information would not constitute libel or slander, and regardless of whether such comments could be deemed factually true. SALES / USE TAX – Consultant does not provide tax reporting or tax management services of any kind. Client is responsible for determining if Client is responsible for collecting and remitting sales or use tax under any applicable state or local law, regulation, or ordinance. INTELLECTUAL PROPERTY – Client understands that Client's Store is a service hosted on the Amazon FBA platform and not a distinct or severable product or service that can be ported, removed or installed in or on a different place or platform. Accordingly, Consultant does not hold itself out to have any rights, endorsements, relations, or affiliation with Amazon FBA, or any of Amazon's copyright, trademark, trade dress, trade secret, or any other intellectual property right that Amazon FBA may hold (the "Intellectual Property Rights"). Further, Consultant cannot, and does not, grant

Confidential Information referred to herein and Receiving Party is thereafter required by court order to disclose such Confidential Information, Receiving Party may disclose only such Confidential Information as is expressly required by the court order. Maintenance of Confidential Information. The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of Disclosing Party's Confidential Information. Without limiting the foregoing, Receiving Party shall take at least those measures that Receiving Party takes to protect its own confidential information. Receiving Party shall also immediately notify Disclosing Party, in writing, of any unauthorized use or disclosure of the Confidential Information. Confidentiality Term: Regardless of any termination of this Agreement, the parties expressly acknowledge and agree that their respective rights and obligation under this Section 9 shall last for a period of five (5) years following the expiration of this Agreement or permissible termination of this Agreement; provided, however, that Client's duties of confidentiality thereunder with respect to Consultant's trade secrets shall survive such expiration and such duties of confidentiality shall continue and not expire so long as such Confidential Information is deemed a trade secret as a matter of law. In signing this Agreement, Client acknowledges that he/she/it has carefully read, consulted with legal counsel, and considered all the terms and conditions of this Agreement, including the restraints imposed on Client, throughout the United States, under this Section 9. Client agrees that all such restraints are necessary for the reasonable and proper protection of Consultant, and that each and every one of the restraints is reasonable in respect to subject matter, length of time and geographic area (i.e., throughout the United States). Client further acknowledges that, were Client to breach any of the covenants contained in this Section 9, however caused, the damage to the Consultant would be irreparable. Client therefore agrees that Consultant, in addition to any other remedies available to it, shall be entitled to preliminary and permanent injunctive relief against any such breach or threatened breach, without having to post bond, together with reasonable attorneys' fees incurred in enforcing Consultant's rights hereunder.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL CONSULTANT, OR ANY OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, HOWSOEVER OR WHENEVER ARISING, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, LOST BUSINESS OR INJURY TO BUSINESS REPUTATION, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, CONTRACT

OR OTHERWISE, REGARDLESS OF WHETHER OR NOT IT HAS OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT LIMIT CLIENT'S RIGHTS TO FILE SUIT AGAINST A THIRD PARTY OR PRODUCT VENDOR FOR ANY OF THE ABOVE LISTED CAUSES OF ACTION OR ANY OTHER CAUSE OF ACTION RELATED THERETO. SPECIFICALLY, CONSULTANT HEREBY COVENANTS THAT IT SHALL NOT TAKE ANY ACTION WHICH IS LIKELY TO CAUSE WAIVER OF ANY OF CLIENT'S RIGHTS WITH RESPECT TO THIRD-PARTY LIABILITY WITHOUT CLIENT'S PRIOR WRITTEN APPROVAL. CONSULTANT ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, INTERRUPTION, CORRUPTION OR FAILURE OF PRODUCT, DATA OR INFORMATION TRANSMITTED IN CONNECTION WITH THE STORE, INCLUDING WITHOUT LIMITATION ANY ACT OR FAILURE TO ACT BY AMAZON OR ANY FORCE MAJEURE CONDITION (INCLUDING BY WAY OF EXAMPLE ONLY, ANY PUBLIC HEALTH ISSUE). AS A LIQUIDATED DAMAGES REMEDY AND NOT AS A PENALTY, SINCE DAMAGES TO CLIENT RESULTING FROM BREACH OF THIS AGREEMENT BY CONSULTANT ARE DIFFICULT AND IMPRACTICAL, IF NOT IMPOSSIBLE TO CALCULATE, CONSULTANT SHALL ONLY BE LIABLE TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY CLIENT, NOT TO EXCEED A TOTAL OF \$5,000.00 USD. AGREEMENT TO THIS PROVISION IS A MATERIAL INDUCEMENT TO CONSULTANT AGREEING TO ENTER INTO THIS AGREEMENT WITH CLIENT. THIS PROVISION 11.(C) SHALL PREVAIL IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY WITH ANY OTHER PROVISION IN THIS AGREEMENT.

DISCLAIMERS AND RELEASE

CONSULTANT'S SERVICES ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES. CLIENT MAY NOT RELY UPON ANY REPRESENTATION OR WARRANTY REGARDING CONSULTANT'S SERVICES MADE BY ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO REPRESENTATIONS BY THIRD PARTY SERVICE PROVIDERS. CLIENT AGREES THAT CONSULTANT SHALL BEAR NO RISK WHATSOEVER AS TO THE SALE OF PRODUCTS OR SERVICES. CONSULTANT SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, OR TITLE WITH RESPECT TO CONSULTANT'S SERVICES, OR OTHER SERVICES OR GOODS PROVIDED UNDER THIS AGREEMENT. Without limiting the foregoing, Consultant makes no representations or warranties as to: (1) the accuracy, the reliability, or the completeness, of any matter within the scope of this Agreement, including but not limited to the Store, the products therein, or the data, information, content, software, technology, graphics, or communications provided on or through the Store; (2) the satisfaction of any regulation (government or otherwise) requiring disclosure of information on the products provided through or in connection with the Store or the approval or compliance of the Store or any software or information and

GENERAL PROVISIONS

Non-exclusivity - Each party is free to contract with others with respect to the subject matter of this Agreement subject to the limitations as to Client under Section 6 and Section 9 of this Agreement.

Relationship of the Parties - Nothing herein contained shall constitute a partnership or a joint venture between the Parties. Consultant is performing its services to Client as an independent contractor and not as Client's agent or employee. There is no third-party beneficiary to this Agreement.

Notices - All notices to either party shall be sent electronically to the email address(es) provided by each Party to the other and as otherwise set forth below. All notices to Consultant shall be sent to info@passivescaling.com. If to Client, notice shall be sent electronically to , with a courtesy copy sent to . Alternatively, such written notice will also be deemed given upon personal delivery, or on receipt or refusal if sent by U.S. first class certified or registered mail, postage prepaid, return receipt requested, or by a recognized private delivery service, to the addresses stated on Page 1 of this Agreement.

Severability, Headings - If any provision is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect. In such event, the Parties hereby acknowledge their intent to make such invalidated provision, or part of such provision, as to be deemed replaced with a valid provision or part of provision that most closely approximates and gives effect to the intent of the invalid provision. Any such modification shall revise the existing invalid provision, or part thereof, only as much as necessary to make the invalidly-held provision otherwise valid.

Headings are used for convenience of reference only, and in no way define, limit, construe or describe the scope or extent of any section of this Agreement.

Dispute Resolution - Except where otherwise expressly set forth in this Agreement, any dispute or claim arising out of or relating to this Agreement shall only be resolved by binding arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by this Agreement, which shall take place in Miami-Dade County, Florida. Any arbitration proceeding, determination, or award, shall be confidential, and neither Party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement. Judgment on any arbitration award may be entered in any

court having proper jurisdiction. All administrative fees and expenses of such arbitration proceeding will be divided equally between the parties, though each Party will bear its own expense of counsel, experts, witnesses and preparation and presentation of evidence at the arbitration (except where attorneys' fees and costs shall be awarded pursuant to Section 13.(L)). IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID, THE PARTIES FOREVER AND WITHOUT EXCEPTION WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY. No action, regardless of form, arising out of or in conjunction with the subject matter of this Agreement may be brought by either Party more than one (1) year after the cause of action arose. Amendment. This Agreement cannot be amended except in writing and signed by both Parties. Electronic Signatures - This Agreement may be executed by electronic means and in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all such counterparts together will constitute one and the same instrument. Governing Law; Jurisdiction - This Agreement, the negotiations thereunder, and performance thereof shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to principles of conflicts of laws. Client hereby irrevocably consents to the personal jurisdiction of and agrees that the sole venue for any dispute arising in connection to this Agreement shall be the courts of competent jurisdiction (State and federal) located within Miami-Dade County, Florida. Client agrees not to commence or prosecute any such action, claim or proceeding other than in such aforementioned courts. The parties hereto agree that Florida law shall apply regardless of any choice or conflicts of law principles. Client agrees that Miami-Dade County, Florida is a convenient forum, and waives any objection to same under forum non conveniens principles. Waiver - The failure of any party to insist on or enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement or applicable law shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such provision, right or remedy. Force Majeure - Neither Party shall be responsible for any failure to perform beyond its reasonable control, including, without limitation acts of God, national health emergency, acts or omissions of civil or military authority, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, or interruptions in telecommunications, internet services, or third-party vendors. Entire Agreement - This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous oral and written agreements relating to the subject matter herein. Attorneys' Fees - If either party breaches this Agreement, or one party brings any action (including appeal) against the breaching party in connection with this Agreement, the substantially prevailing party in such action shall be entitled to recover his/her/its cost of the action and reasonable attorneys' fees. Injunctive Relief

- In the event of a breach or threatened breach of Section 6 or Section 9, the aggrieved party shall immediately be entitled to pursue in any court of competent jurisdiction specific performance, injunctive relief, damages, or such other remedies and relief as may be available, regardless of any contrary provision of this Agreement. Additionally, due to the difficulty of measuring damages in the event of a breach of this Agreement by Client, the parties agree that, in the event of a breach of either Section 6 or Section 9 by Client, Client shall owe Consultant total liquidated damages in the amount of Fifty Thousand Dollars (\$50,000.00) per breach. The Parties further agree that (i) the liquidated damage amount due from Client as above set forth is not a penalty but is an arms-length negotiated amount under the circumstances, and (ii) this Section shall not be construed as a waiver of prohibition of any other remedies of Consultant in the event of a breach of this Agreement by Client.

Independent Counsel – The Parties acknowledge that each has been advised to seek, and each has had sufficient opportunity to seek, independent legal counsel possessing industry experience in connection with this matter. The Parties have either sought such counsel or voluntarily waived such right to do so. Accordingly, in interpreting this Agreement, no weight shall be placed upon either party. Furthermore, the parties equally drafted this agreement; thus, the Agreement shall be construed neutrally, and no rule of construction shall apply to the disadvantage of any Party.

Assignment – Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party. Prior to any such assignment, said assignee shall execute an agreement identical to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns. Any purported assignment or delegation by either party in violation of the foregoing shall be null and void ab initio and of no force and effect.

Cure – If at any time either Client believes the terms of this Agreement are not being fully performed, prior to seeking or commencing any relief expressly permitted under this Agreement, Client shall notify Consultant in writing of the specific nature of such claim, and Consultant receiving such notice shall have thirty (30) days from receipt of the notice to cure such claimed breach.

Indemnification – Client agrees to indemnify, defend, and save and hold harmless Consultant, including its respective insurers, directors, officers, employees, agents, and representatives (collectively the “Indemnified Parties” and each an “Indemnified Party”), and to hold each Indemnified Party harmless from and against any and all claims, damages, losses, liabilities and expenses (including all attorneys’ fees and costs) which any Indemnified Party may incur or which may be asserted against any Indemnified Party by any person, entity or governmental authority, throughout the world, in connection with or relating to the matters referred to in this Agreement, resulting from or relating directly or indirectly to Client’s breach of this Agreement. The foregoing indemnity specifically includes, but is not limited to, any breach of

any representation, warranty, or covenant in this Agreement applicable to Client, and shall survive expiration or termination of this Agreement. Survival – Any Section in this Agreement that requires survival shall survive the termination of this Agreement for the maximum period permitted by applicable law. Client Data Management – Unless Consultant receives Client's prior written consent, Consultant shall not: (i) access, process, or otherwise use Client's Data other than as necessary to facilitate Consultant's Services; (ii) give any of its employees access to Client Data except to the extent that such individuals need access to Client Data to facilitate performance of Consultant under this Agreement; or (iii) give any other third-party access to Client Data except as necessary for such third-party to facilitate performance under this Agreement. Consultant shall not erase Client Data, or any copy thereof, without Client's express written consent and shall follow Client's written instructions regarding retention and erasure of Client Data so long as it does not interfere with the performance of Consultant's Services and performance under this Agreement. Client possesses and retains all right, title, and interest in and to Client Data, and Consultant's use and possession thereof is solely in furtherance of Consultant's Services and on Client's behalf. Consultant shall comply with all applicable laws and regulations governing the handling of Client Data and shall not engage in any activity that would place Client in violation of any applicable law, regulation, or government request, or judicial process. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN MATERIALLY INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. Ministerial Services – In furtherance of Client's obligations under Section 2, Consultant may offer Client guidance and referrals to third-party vendors. Additionally, Consultant may, in its discretion, and at no additional fee to Client, offer Client assistance in fulfillment of the obligations in Section 2 ("Ministerial Act"). Before Consultant commences any Ministerial Act, Consultant shall obtain Client's written consent. Client agrees to reimburse Consultant for expenses incurred in carrying out a Ministerial Act. In the event Consultant offers to engage in a Ministerial Act, Client hereby agrees to indemnify, defend and save and hold harmless Consultant from any cost, claim, damage or liability (including attorneys' fees and court costs) related to the Ministerial Act. Client also waives any claims against Consultant that may be related to the Ministerial Act. Client accepts that this indemnification and

waiver of all liability related to the Ministerial Act is a material inducement for Consultant to make any offer to Client for such Ministerial Act, and without such indemnification and waiver from Client, Consultant would not make any such offer of assistance to Client to engage in the Ministerial Act. The foregoing indemnity of Client shall survive expiration of the Term of this Agreement or its earlier termination. DEFINITIONS – Words or phrases which are initially capitalized or are within quotation marks shall have the meanings as provided in Exhibit A of this Agreement, which is fully incorporated by reference and is a material part of this Agreement.

EXHIBIT A Definitions: Words or phrases which are initially capitalized or are within quotation marks in the e-commerce consulting agreement (“Agreement”) shall have the meanings provided in this Exhibit A. “Cash Back” means any revenue derived from cash back programs like Be Frugal. “Client Data” refers to any and all information processed or stored on computers or other electronic media by Consultant, by Client, or on Client’s behalf, or provided to Consultant by Client to perform the Services contemplated under this Agreement; including: information on paper or other non-electronic media, information provided to Consultant by Client, and personally identifiable information from Client, Client affiliated third-parties, and other users. “Confidential information” means any and all information of the Company that is not generally known to the public or those with whom the Company competes or does business, or with whom they plan to compete or do business, and any and all information, publicly known publicly known in whole or in part or not, which, if disclosed would assist in competition against them including without limitation: Consultant’s proprietary business information and all information disclosed or made available by Consultant to Client, either directly or indirectly, in writing, orally, by demonstration, or by inspection of tangible or intangible objects, including without limitation documents, files, texts, emails, phone calls, zoom calls, links, source code, software, charts, graphs, and any other form of communication. Confidential Information also includes information disclosed by Client to Consultant. Confidential Information shall not include any information (a) which Client can establish was publicly known and made generally available in the public domain prior to the time of disclosure, other than as a result of an improper disclosure by a party hereto, or (b) was in Client’s possession on a non-confidential basis prior to its disclosure. “Net Profit” means the revenue, income, and sums owed to Client through the operation of Client’s Store after deduction of (i) the cost of any goods sold in connection with Client’s Store, and (ii) any Amazon FBA fees related to Client’s store. “Pause” means the Store is considered in “Vacation Mode” due to a variety of reasons, including, but not limited to, insufficient credit available by Client to permit Consultant to render its services to Client as provided herein. “Prohibited Action” means any affirmative action taken by Consultant which constitutes: (1) willful copyright infringement as defined under the U.S. Copyright Act or (2) late

TERMINATION –

Client may terminate this Agreement at any time by providing written notice to Consultant. Consultant may terminate this Agreement, at any time, for cause, with fourteen (14) days written notice to Client. Consultant may terminate the Option Term, without cause, at any time. For this Section, "cause" shall include, but not be limited to: (1) any act or omission by Client, which interferes with the operation of the Store or Consultant's ability to render Services, in Consultant's sole discretion; or (2) Client's breach or threatened breach of any term in this Agreement. If Client breaches any term under this Agreement, independent of any actions Amazon may take from time to time, Consultant may Pause Client's Store, which, Consultant may only reactivate, in Consultant's sole discretion.

REFUND POLICY –

A. Subject to Paragraph (C) below, during the Term of this Agreement, if Consultant's Services result in a Prohibited Action, twice, Client has the option ("Refund Option") to request a refund. Additionally, following an eighteen (18) month period if the Client has not made back their initial store costs, Client has the option to request a refund within a thirty (30) day period following their 18th month of working days. To exercise the Refund Option, Client must notify Consultant of that election in writing. In that event, subject to Paragraph (C), Consultant will refund a portion of the Fee, as defined in Paragraph (B) below (the "Refund Amount").

B. The Refund Amount shall be calculated by the following formula: (x) the Feeless (y) any Net Profit and Cash Back Client received during the Refund Period, and less (z) any Net Profit and Cash Back Client received through Passive Scaling; provided, however, that (1) Client has not engaged in any act that interferes with the operation of Client's Store or of Consultant's Services or which would be in breach of this Agreement, including, without limitation, a Suspension of Client's Store for any reason other than the occurrence of a Prohibited Action, and (2) this Agreement remains in full force and effect at the time Client exercises the Refund Option. The Parties further agree that under no circumstance shall the Refund Amount exceed the Fee.

C. Client's right to exercise the Refund Option under Paragraph (A) is expressly conditioned on Consultant first managing one replacement store (the "Cure Store") for Client, and the Cure Store also results in a Prohibited Action.

I, Adam Mojamal, agree to the terms of this agreement and I agree that my typed name below can be used as a digital representation of my signature to that fact.

Adam mojamal

SIGNED BY

Adam Mojamal

SIGNED ON

Date Signed: 8 Feb 2022

Time Signed: 15:52

IP ADDRESS FROM SIGNATURE LOCATION

[REDACTED]



SIGNED WITH BETTERPROPOSALS.COM

Build and send beautiful sales documents in minutes to help your business close more deals and get paid faster.




Wire Instructions

PASSIVE SCALING INC

Account number – [REDACTED]

For ACH transfers, please use routing number [REDACTED]

For wire transfers, please use routing number [REDACTED]

<  Queenie C  

Wednesday, May 17, 2023

Okay so I'm having a problem with Adammuhammad LLC store

I see there's a lot of stuff on receiving for over months and I want too know what's going on

Queenie C Wednesday, May 17, 2023



Okay, let me check

Wednesday, May 17, 2023

Okay

FRIDAY, MAY 19, 2023

Queenie C Friday, May 19, 2023






Hello Adam! As per checking the orders are still in receiving status. Amazon will confirm the receipt of all units in your shipment on or before **May 21, 2023**. On or after this date, if there is any issue with your shipment, it will be eligible for investigation. Your shipment will enter **Closed** status when Amazon has either confirmed all units received in your shipment against your shipped quantity or your shipment has been open for more than 90 days since creation, whichever is first. I've already spoken with the shipment team about this issue, and they are working on resolving it.

SUNDAY, MAY 20, 2023



History is on



<  Queenie C  

Sunday, May 28, 2023

What's going on with the shipments that's been created and just been waiting for you guys to ship them it's been over a month for a lot of them !

MONDAY, MAY 29, 2023

Queenie C Monday, May 29, 2023



Hello Adam! I've already reached out to the shipment team and they are still working to fix the issue.

2 THURSDAY, JUN 1, 2023

Thursday, Jun 1, 2023

I've texted jerdonna couple times and I haven't heard from here is there a way you can tell her to contact me

Queenie C Thursday, Jun 1, 2023



Hello Adam! Yes, I will tell her. Jerdonna is also included in our Company Space chat on Google.

Thursday, Jun 1, 2023

Yeah but I've sent her couple messages and haven't received one back

Queenie C Thursday, Jun 1, 2023






Hello Adam! I have already reached out to Jerdonna.

Thursday, Jun 1, 2023



History is on



<  Queenie C  

Thank you!

3

  1  1

TUESDAY, JUN 6, 2023

Tuesday, Jun 6, 2023

I still haven't received anything back from her I tried calling her and texted her nothing, if you can either tell her or someone higher then her to contact me I would appreciate it

WEDNESDAY, JUN 7, 2023

Queenie C Wednesday, Jun 7, 2023



Hello Adam! I've already messaged my manager about your concern. She can help you contact her tomorrow, but right now she's not around. I'll get back to you tomorrow once she's around.

Wednesday, Jun 7, 2023

Thank you once again

  1

Queenie C Wednesday, Jun 7, 2023



Thank you, too!

MONDAY, JUN 12, 2023

Queenie C Monday, Jun 12, 2023






Hello Adam! Jerdonna is on vacation at the moment. She will probably be back next week.



History is on



<  Queenie C  

She texted me Monday and said someone from management is going to contact me but still haven't received anything yet

Queenie C Monday, Jun 12, 2023



Okay I will get back to you once I receive an update.

Monday, Jun 12, 2023

I sent an email sales@passivescaling.com and jerdonna about what's going with my stores but no one taking it serious and it's pissing me off

Queenie C Monday, Jun 12, 2023



May I know what your issues and concerns are? So I can forward it to them?

4




Monday, Jun 12, 2023

So I have 2 stores adamqm12LLC and AdammuhammadLLC it's been a problem from the time I place the order it's only supposed to take 1 week or max 2 weeks for them to get the payment and send it to Amazon, but it's been taking months, and it's not cheap, I pay for 2 subscriptions sales.support and Amazon seller, and I have to pay the payments that I just spent on products every month in interest, I complained to jerdonna about it couple times but she said she'll talk to the people about it and hopefully get it situated but nothing have



History is on

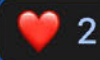



<  Queenie C  

and hopefully get it situated but nothing have been resolved and the products that they buy when I check sales support most of them have a - profit, I'm losing money every month, I put alot of money into this and I want a solution to this ASAP, it's not a cheap investment I put 30k into this and it's not getting me no where so I would like a higher up person to call me so we can have a talk about this problem

Monday, Jun 12, 2023

And thank you queenie for forwarding this message hopefully I get an actual person that's a higher up to contact me




Queenie C Monday, Jun 12, 2023



Hi Adam! Sorry for the delay. I've already forwarded this concern. I'm still waiting for the response. I'll get back to you once I receive a reply.

Monday, Jun 12, 2023

Okay thank you so much for your help

Queenie C Monday, Jun 12, 2023



Thank you too!

WEDNESDAY, JUN 14, 2023

Queenie C Wednesday, Jun 14, 2023






Hi Adam! Sorry for the delay. I've already



History is on



<  Queenie C  

reached out to someone higher up. They said Jerdonna would contact you next week after she comes back from vacation. She will be the one to address your issue regarding your store. I'll keep you posted once she comes back next week.

Wednesday, Jun 14, 2023

Okay tell that higher up person that I've already spoke to her about it couple times and she said she'll try to see what she can do about it but nothing changed so far and I've already been with like multiple different managers they keep switching and changing.

Please and thank you

Queenie C Wednesday, Jun 14, 2023



Okay, Adam, this is noted. I have already informed them about your issue. I'll get back to you once Jerdonna is around.

Wednesday, Jun 14, 2023



Okay great, thank you

Queenie C Wednesday, Jun 14, 2023



You're welcome!




TUESDAY, JUN 20, 2023

Tuesday, Jun 20, 2023



History is on



<  Queenie C  

Is jerdonna back from vacation yet ?

WEDNESDAY, JUN 21, 2023

Queenie C Wednesday, Jun 21, 2023



Hello Adam! Yes, I have already informed her. I'll get back to you once I get a meeting schedule.

7

Wednesday, Jun 21, 2023

Okay great, thank you!

Wednesday, Jun 21, 2023

If you can schedule me for morning meeting please

Queenie C Wednesday, Jun 21, 2023



Hello Adam! Already informed her. I'll get back to you once I get confirmation of the date and time.

Wednesday, Jun 21, 2023

Okay thank you and hopefully you got my email

Also

Queenie C Wednesday, Jun 21, 2023



Yes, I received it. It is noted.




Wednesday, Jun 21, 2023

Okay and another thing, please tell her to also get the profit I made in both stores losses and



History is on



<  Queenie C  

everything ready for the meeting

THURSDAY, JUN 22, 2023

Queenie C Thursday, Jun 22, 2023



Hello Adam! Sorry for the delay. I'm still waiting for the confirmation of meeting schedule.

Thursday, Jun 22, 2023

4

No problem it's okay

Just let me know

Queenie C Thursday, Jun 22, 2023



Okay, I will update you.

Thursday, Jun 22, 2023

Okay



1

MONDAY, JUN 26, 2023

Monday, Jun 26, 2023

Anything yet

TUESDAY, JUN 27, 2023

Tuesday, Jun 27, 2023

Hey queenie, sorry for bothering you just wanted to know what's going on ?

Queenie C Tuesday, Jun 27, 2023

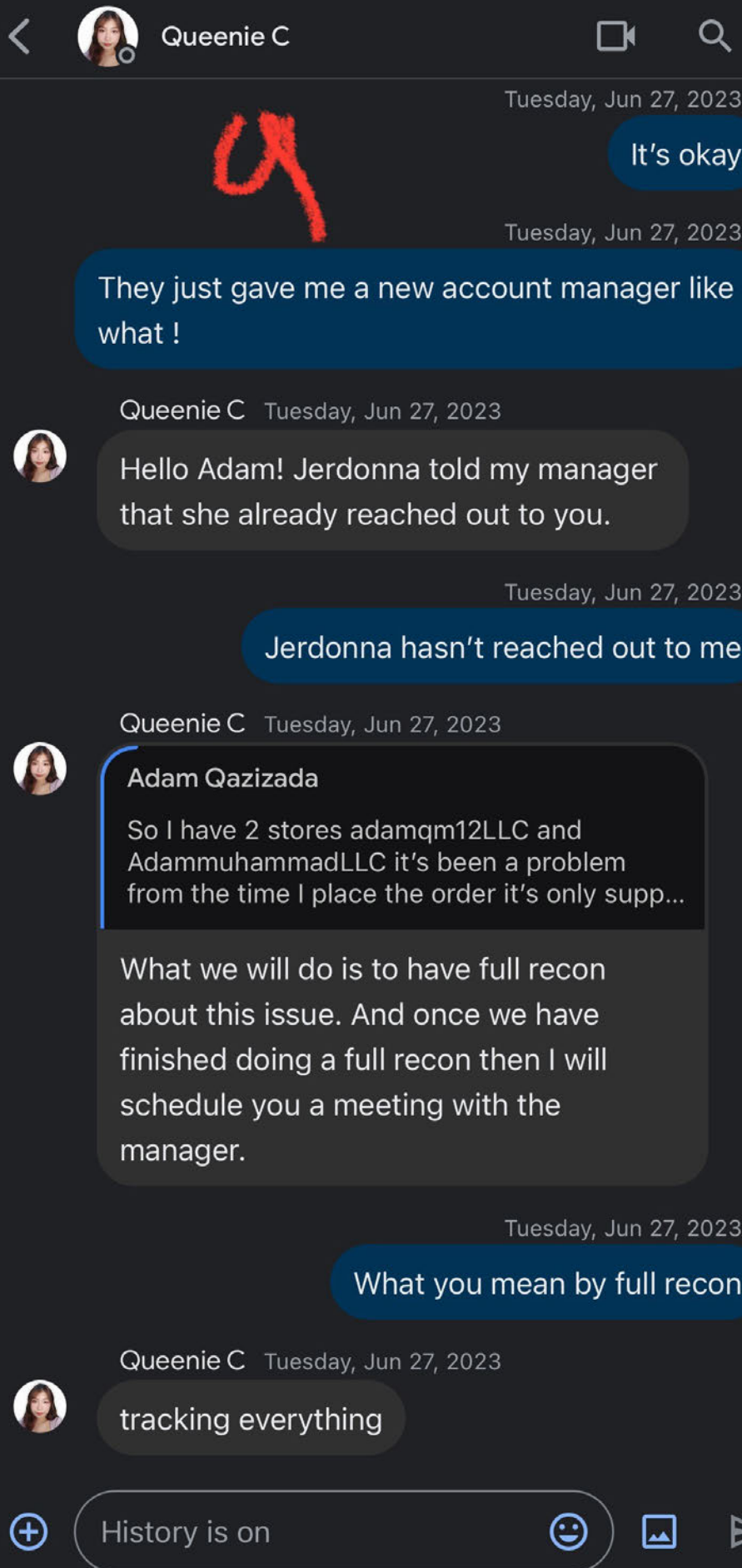





Hi Adam! Sorry I was not around yesterday



History is on





<  Queenie C  

Okay how long will that take because I want to talk to someone about this because it's been going on for a long time to be honest I just want to a refund on my contract that's what I really want to do so if someone higher up can email me or schedule a meeting

Queenie C Tuesday, Jun 27, 2023



I'll get back to you once it's done but probably this week.

Tuesday, Jun 27, 2023

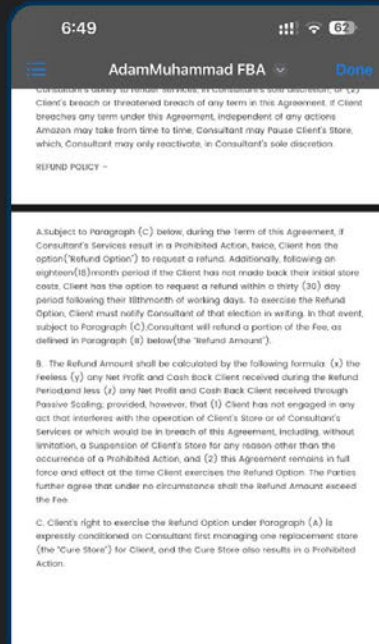
Okay

Tuesday, Jun 27, 2023

I have a question I think you can help ?




I see on the contract it says they'll calculate feeless what does that mean

16



History is on



<  Queenie C  



Adam Qazizada

I see on the contract it says they'll calculate feeless what does that mean

Hello Adam! I will ask my manager about this.

Wednesday, Jun 28, 2023



Okay, thank you

FRIDAY, JUN 30, 2023

Friday, Jun 30, 2023

Anything yet? It's the end of the week.

Queenie C Friday, Jun 30, 2023



Hi Adam!

Queenie C Friday, Jun 30, 2023



The Recon Report is not yet finished but it's almost complete. I'm still waiting for the other information. I'll send you the report report files once it's done.

Friday, Jun 30, 2023

I just talked to my other store manager and she told me she has me schedule me for meeting in Monday

Queenie C Friday, Jun 30, 2023






Adam Qazizada

I just talked to my other store manager and



History is on



<  Queenie C  

Queenie C Friday, Jun 30, 2023



Adam Qazizada

I just talked to my other store manager and she told me she has me schedule me for meeting in Monday

You mean Janmarie?

Friday, Jun 30, 2023

12

Yes

And she told me the feeless was a typo

Queenie C Friday, Jun 30, 2023



Okay I'll collaborate with Janmarie and have the same time meeting schedule with her and the manager.

Queenie C Friday, Jun 30, 2023



Is wednesday a good day to have meeting with you?

Friday, Jun 30, 2023

Yea

Morning

10am

Queenie C Friday, Jun 30, 2023






Okay that is noted.

Friday, Jun 30, 2023



History is on



<  Queenie C  

And who's going to be in the meeting if you don't mind me asking

Queenie C Friday, Jun 30, 2023



Me, Janmarie and the Manager

Friday, Jun 30, 2023

Which manger jerdonna?

Queenie C Friday, Jun 30, 2023



It's Glydel

Friday, Jun 30, 2023

13

Okay well see you Wednesday

Queenie C Friday, Jun 30, 2023



Yes, see you then!

MONDAY, JUL 3, 2023

Monday, Jul 3, 2023

We still scheduled for Wednesday

Queenie C Monday, Jul 3, 2023



Hello Adam! Yes, we are.

Monday, Jul 3, 2023

Just confirming

TUESDAY, JUL 4, 2023

Queenie C Tuesday, Jul 4, 2023






Hi Adam!



History is on



<  Queenie C  

Okay, so about making sales and the problem I'm having is to hourly not to scaling

Queenie C Tuesday, Jul 4, 2023



Hourly relief is part of passive scalling.

Tuesday, Jul 4, 2023

So if I want a refund from this we gotta have scaling

Queenie C Tuesday, Jul 4, 2023



Yes, we will further discuss this during meeting.

Tuesday, Jul 4, 2023

Okay!

WEDNESDAY, JUL 5, 2023

Queenie C Wednesday, Jul 5, 2023



Hi Adam! Sorry for the delay. I'll message you once meeting is on

We are still waiting for someone

Wednesday, Jul 5, 2023

Is in it suppose to be now ?

Queenie C




We are still waiting for someone

Okay



History is on



<  Queenie C  

Sunday, Jul 9, 2023
Anything yet ?

Sunday, Jul 9, 2023

And also are you guys taking over the
ADAMQM12LLC and doing the recon on that

TUESDAY, JUL 11, 2023

Tuesday, Jul 11, 2023

Is there a possibility we can schedule a meeting
with jerdonna this week because I'm going to
be going on vacation for 2 weeks

WEDNESDAY, JUL 12, 2023

Queenie C Wednesday, Jul 12, 2023



Hi Adam! Okay, I'll let them know. Is your
concern about the refund?

Sorry for the late reply; I was not around
yesterday due to heavy rain.

Wednesday, Jul 12, 2023

Yes my concern is about a refund

and how long is it going to take for you guys to
do the recon on ADAMQM12LLC, and do you
guys count the Amazon fees, like referral fees

Queenie C Wednesday, Jul 12, 2023






Okay, probably by friday we will send you
the copy once it is done.

Wednesday, Jul 12, 2023



History is on



<  Queenie C  



Only the Amazon Fees

Wednesday, Jul 12, 2023

Okay, thanks



1

16

THURSDAY, JUL 13, 2023

Thursday, Jul 13, 2023

Anything yet with a meeting with jerdonna ?

Queenie C Thursday, Jul 13, 2023



Hello Adam! is it about the refund of the shipment that hasn't arrived yet?

Thursday, Jul 13, 2023

No it's about the contract refund !

Thursday, Jul 13, 2023

And for the remain inventory it's 6,321.67 is that after Amazon takes there fees or what ?

Thursday, Jul 13, 2023

Is there a possible way we can have a meeting tomorrow because I'm going on vacation for 2 weeks and I want to get it out the way before I leave

Queenie C Thursday, Jul 13, 2023






Adam Qazizada

No it's about the contract refund !



History is on



<  Queenie C  

Queenie C Thursday, Jul 13, 2023



Adam Qazizada

No it's about the contract refund !

As contract issue is out of my line and
Jerdonna can help you with that

I am still confirming for meeting schedule
for tomorrow if its possible

Adam Qazizada

And for the remain inventory it's 6,321.67 is
that after Amazon takes there fees or what ?

this is the total amount of all your active
inventory

17

Thursday, Jul 13, 2023

Because I've called her and texted her and no
response

That's why when we had the meeting I wanted
to have a meeting scheduled with her about my
contract

Queenie C Thursday, Jul 13, 2023



Yes I'm still waiting for confirmation

i will chat you tomorrow morning once i
get a reply




Thursday, Jul 13, 2023

Ok, please do



History is on



<  Queenie C  

Monday, Sep 18, 2023

How come if it's me doing the work, the contract is about you guys making me the revenue not me, so if I post a product and make money I'll go towards the contract !!!

Queenie C Monday, Sep 18, 2023



what you are saying is that the refund should also include the revenue from the products that you posted?

Just to make sure that we are on the same page

Monday, Sep 18, 2023

18

No it shouldn't

Monday, Sep 18, 2023

Let's say the product I posted and doing everything for makes 40k and the products you guys been doing only done 3k after everything at the end of the contract, you guys are only subtracting is the 3K not the 40 K

Queenie C Monday, Sep 18, 2023



Adam Qazizada




No it shouldn't

Yes, that's what I meant from my previous explanation. I apologize if it was a confused you.



History is on



<  Queenie C  

a confused you.

Adam Qazizada

Let's say the product I posted and doing everything for makes 40k and the products you guys been doing only done 3k after ever...

they should be taking them out. Since it's you who managed those listings and decided to post those items

Monday, Sep 18, 2023

Queenie C

they should be taking them out. Since it's you who managed those listings and decided to post those items

What you mean they should be taking it out ?

Queenie C Monday, Sep 18, 2023



Adam Qazizada

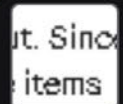
What you mean they should be taking it out ?

it means its not counted since its yours

Monday, Sep 18, 2023

So you meant they shouldn't be taking it out

Queenie C Monday, Sep 18, 2023



Queenie C

Sent an image




yes as she said

19



History is on



<  Queenie C  

Also how come she doesn't answer my text message or emails why do I have to always go through you

Queenie C Monday, Sep 18, 2023



jerdonna is always is busy

Monday, Sep 18, 2023

7b

Okay but atleast answer

FRIDAY, SEP 29, 2023

Queenie C Friday, Sep 29, 2023



Hi Adam! I sent you an email. Please check your inbox.

Friday, Sep 29, 2023

Yes I see it, is that for the AdammuhammadLLC store ?

Queenie C Friday, Sep 29, 2023



Yes, it is

Friday, Sep 29, 2023

Okay, thank you and how much y'all looking at purchasing ?

Queenie C Friday, Sep 29, 2023






I'm actually preparing a 5k worth of PO but some items might not be in stock so I guess it will only be around 2k-3k amount



History is on



<  Queenie C  

Did they already buy products with the money you took ?

What can you 300 for ?

Queenie C Friday, Oct 13, 2023



All credits will be credited to products from 1HR.

I'm still waiting for their PO and updates.

21

Friday, Oct 13, 2023

Oh okay

How long will it take

It's been almost 2 weeks and they haven't done anything

Queenie C Friday, Oct 13, 2023



1HR is currently processing all the credits so it usually takes month or more.

Actually, your credit was already processed last month but got cancelled. I informed them again to have the credit process again; they are still currently working on it.




I'll update you once PO is uploaded.

Friday, Oct 13, 2023



History is on



<  Queenie C  

1. I have a question you said if I wanted to ask for a refund I would have to wait till April of 2024 ?
2. When I ask for a refund will I get to keep my stores or you'll take it ?
3. If it comes to one of my stores being in the negatives for revenue do you pay for that or what/ when it comes to refund ?
4. How long will it take to get the refund ?

SATURDAY, OCT 28, 2023

Saturday, Oct 28, 2023

Make sure this is sent to jerdonna ^ bc she doesn't respond

SUNDAY, OCT 29, 2023

Sunday, Oct 29, 2023

Have they reimbursed the lost products from ADAMQM12LLC and bought products or no

WEDNESDAY, NOV 1, 2023

Wednesday, Nov 1, 2023

???

THURSDAY, NOV 2, 2023

Queenie C Thursday, Nov 2, 2023






Hello Adam! Sorry I was not around yesterday. I'm still checking with the team about your credit. I'll let you know once it is confirm.

Thursday, Nov 2, 2023



History is on



<  Queenie C  

Okay did you send that part I said to jerdonna

Queenie C Thursday, Nov 2, 2023



Yes! I'm still waiting for response. I'll send it here once I get a reply.

Thursday, Nov 2, 2023

Okay

THURSDAY, NOV 9, 2023

Thursday, Nov 9, 2023

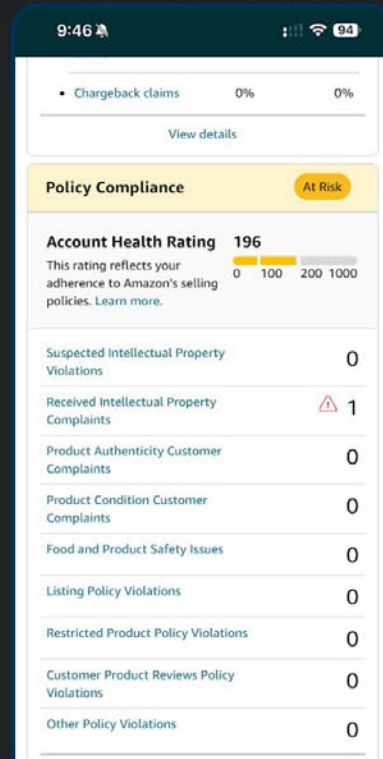
Has jerdonna said anything yet

And also the reimbursement from Adamqm12LLC ?

MONDAY, NOV 13, 2023




Monday, Nov 13, 2023

23



History is on



<  Queenie C  



Hello Adam! I already submitted an appeal with that concern.

Also i'm still waiting for respond also.

Monday, Nov 13, 2023

It's ridiculous how long she's taking to respond

TUESDAY, NOV 14, 2023

Tuesday, Nov 14, 2023

Why am I receiving the same email every six minutes since earlier today from Amazon

FRIDAY, NOV 17, 2023

Friday, Nov 17, 2023

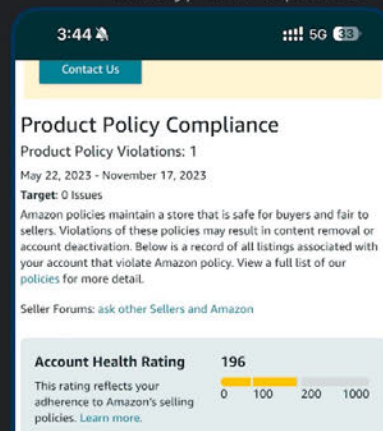
What's taking jerdonna this long to answer my questions

Friday, Nov 17, 2023

And also I haven't seen any updates on adamqm12 store either new products from the reimbursement




Friday, Nov 17, 2023

24



History is on



<  Queenie C  

Adamqm12lllc I've been waiting months for them to reimburse me to buy products with it

Queenie C

Your store needs to have an order at least thrice a week so it won't get an empty inventory.

Which store you talking about

And why doesn't it made thrice a week ??
Because recently they have been dead barely making anything

Queenie C Monday, Nov 20, 2023



Adam Qazizada

Which store you talking about

I'm still waiting also for their update with this. They are still confirming your credit to 1HR.

I have already made a purchase for you last time with the budget of 2500 that you offer.

For me to be able to purchase a couple of times it needs to have atleast 5k budget.




Monday, Nov 20, 2023

Okay let's make another 5k



History is on



<  Queenie C  


Monthly but what if they store doesn't sell the products that I bought last month how am I able to spend another 5k the next month !

And can you make me a meeting with jerdonna and you please

26
TUESDAY, NOV 21, 2023

Tuesday, Nov 21, 2023

Can you send me the link to making a meeting since that's the only way I'm going to get to jerdonna

 Queenie C Tuesday, Nov 21, 2023

Hello Adam! I apologize but Jerdonna is currently busy she is unable to attend a meeting.

Tuesday, Nov 21, 2023





That's crazy, well I want you to talk to someone else from passive scaling and say I need a ASAP meeting, because this not gonna work


Tuesday, Nov 21, 2023

Explain to me how am I supposed too spend 5k on each store every month to be active but what if the store hasn't made me 5k back how am I suppose to do that !!

WEDNESDAY, NOV 22, 2023

Wednesday, Nov 22, 2023

 History is on   

<  Queenie C



wednesday, Nov 22, 2023

Can you atleast tell her to answer my questions because that's not how you do business I've been waiting for her to respond to me from October and no response and now this she won't answer, tell her I said I need these questions asked ASAP!!!!

Wednesday, Nov 22, 2023

1. I have a question you said if I wanted to ask for a refund I would have to wait till April of 2024 ?
2. When I ask for a refund will I get to keep my stores or you'll take it ?
3. If it comes to one of my stores being in the negatives for revenue do you pay for that or what/ when it comes to refund ?
4. How long will it take to get the refund ?
5. Do I need to spend 5k monthly to have my store active or just 3-5 products in my store?
6. If I need to spend 5k monthly how can I do that if my store hasn't made me money to spend 5k monthly?

I added couple more questions because I remember jerdonna saying for my store to be active it needs to have multiple products in it !

Wednesday, Nov 22, 2023

27




!!!

FRIDAY, NOV 24, 2023



History is on



<  Queenie C  

⋮

FRIDAY, NOV 24, 2023

Queenie C Friday, Nov 24, 2023



Hello Adam! As of now I'm also still waiting for response. I'll update you once I get an answer.

Friday, Nov 24, 2023

Yeah i don't know when this update will be but okay

MONDAY, NOV 27, 2023

24

Monday, Nov 27, 2023

Anything yet

Monday, Nov 27, 2023

With jerdonna responding
If they reimbursed me yet for the adamqm12 store yet

MONDAY, DEC 4

Dec 4 at 9:34 AM

I haven't received anything or seen an updated with my stores inventory from the reimbursement till now this is crazy

Dec 4 at 10:11 AM

And also haven't heard from jerdonna anything till now




WEDNESDAY, DEC 6

Queenie C Dec 6 at 6:43 PM



History is on



<  Queenie C  



Hello Adam! I apologize; I haven't received any response yet.

29

Do you still want to proceed with restocking products for your store?

Dec 6 at 6:46 PM

Queenie C

Hello Adam! I apologize; I haven't received any response yet.

This is ridiculous, I swear I can't wait to get my refund on April because of lack of communication when it comes to stuff about my stores because this is not how you do business

Dec 6 at 6:50 PM

Well I want to know what happened with my stuff the I bought already for AdamMuhammad store




1. I spent 2,500 and i was supposed to have a couple of items there's only one new item ever since the product got taken down for using it and it never got anything new so I need an update on that !

2. AdammuhammadLLC I was supposed to get a reimbursement and it's been well over a month or two months and I still haven't heard anything so I need to know what's going on with that



History is on



<  Queenie C  

So if you can answer both of these questions, and mark number one and answer number one for me, and number two and answer it for me

Dec 6 at 10:58 PM

Im still waiting on those questions to be answered, because i just spent money on AdammuhammadLLC store and you only got me one new item and there was couple items "NEW"

Adammuhammadllc store its taking forever to give me the reimbursement money so i can buy new products

Dec 6 at 11:25 PM

And also who's my new manager for my stores

THURSDAY, DEC 7

Queenie C Dec 7 at 6:14 PM



Hello Adam! I can't still answer your questions, as I haven't received any response from her. For now, the only thing I can do for you is to order products for your store as your inventory is running out of stock.

Dec 7 at 6:15 PM




No those questions are for you

Not for her



History is on



<  Queenie C  

Queenie C Dec 8 at 12:23 PM



Hello Adam! Jerdonna told me to email your questions to info@passivescaling.com.

Dec 8 at 12:25 PM

They take longer than she does to respond

Dec 8 at 1:27 PM

31

Hey can you tell me how much money in inventory I have ? For both of my stores

Dec 8 at 1:31 PM

And also, why is Passive Scaling phone number is off

MONDAY, DEC 11

Dec 11 at 10:50 PM

Dont worry about what i said this what i need from you, 1. How much money in inventory i have for both of my stores 2. You bought me products and one of them got taken down wheres the new product to substitute it ? 3. who's my manager for both of my stores ?

THURSDAY, DEC 14

Queenie C Dec 14 at 11:41 AM

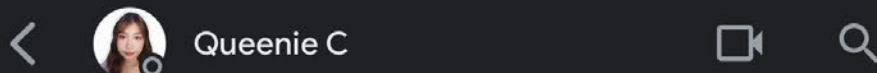


Hello Adam! Apologies for the delay. As of now, I'm currently monitoring your Adam Muhammad store. I don't have any information about your second store.



History is on





Queenie C Dec 14 at 11:58 AM



Adam Qazizada

And I haven't received anything about an invoice

did you check your inbox? they must have emailed you last week

32

Adam Qazizada

Because I texted passive scaling about my problems and they told me they going to have my manager email me about it

I haven't received anything yet. But I'll let you know once I receive it; they are probably still processing it.

Dec 14 at 12:02 PM

I have a question so like the problem I'm having with AdammuhammadLLC store they suppose to reimburse me and stuff and they taking forever, and in the email I received is that if my store doesn't meet something it doesn't count towards the contract but it's not my problem because it's from you guys so I'll still count !!

Queenie C

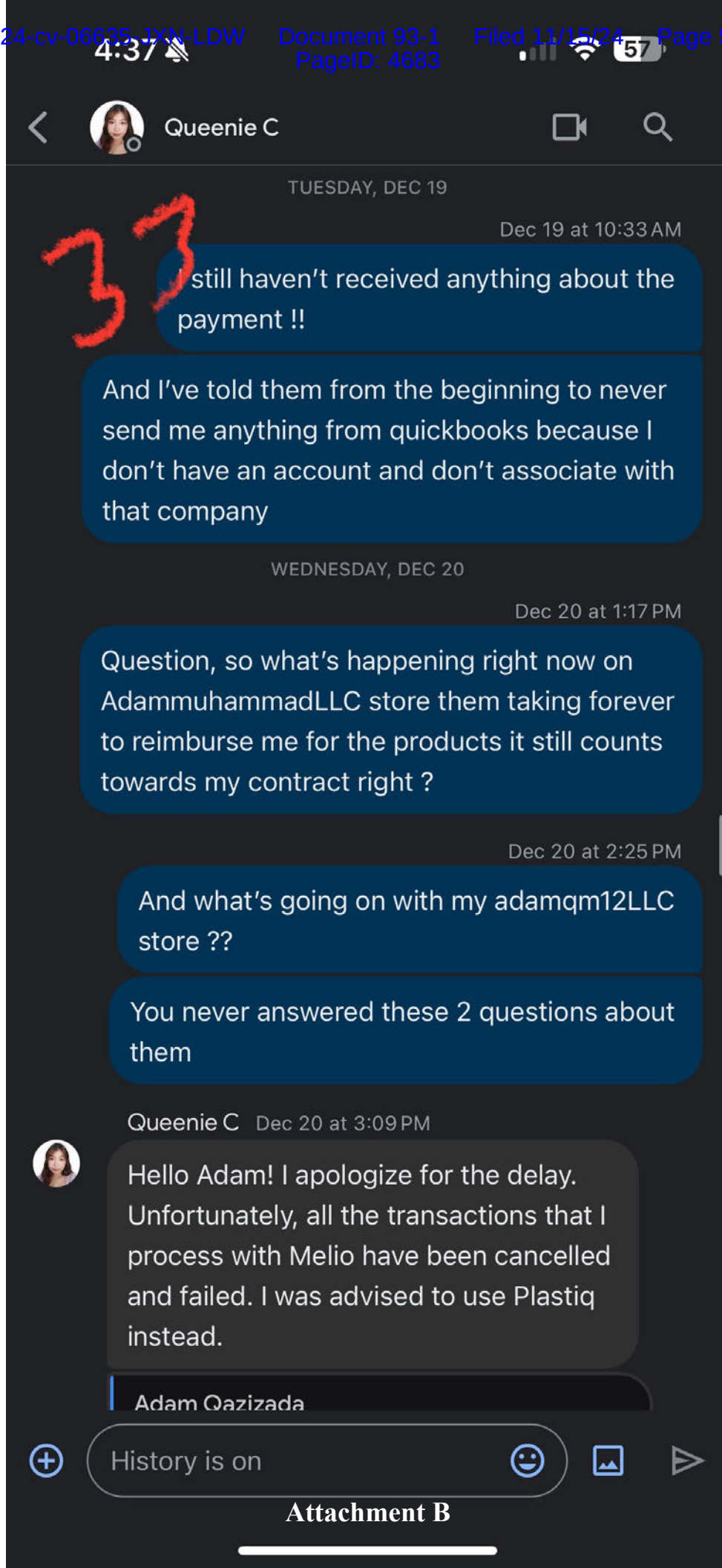
It's me but more like monitoring since kycherie not available.


The thing is her email doesn't work so they probably changed her

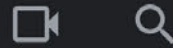


History is on



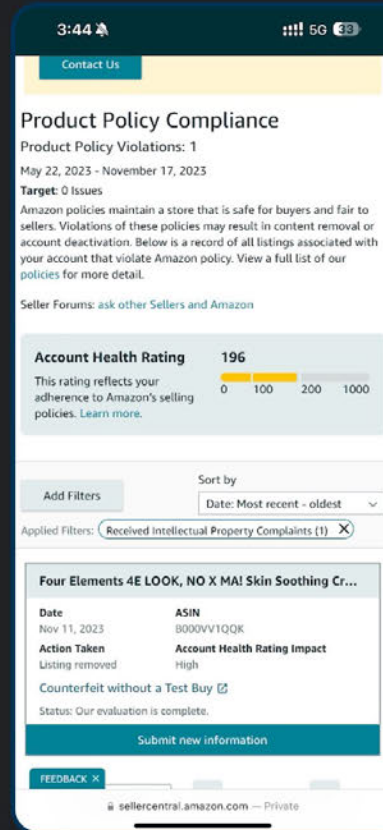


<  Queenie C



It wasn't damage tho, it was counterfeit

34



Remember this and yall took that product down and never substituted with another product

For my store to be active I need to spend 2,500 more right since I already spent 2,500 ?

FRIDAY, DEC 22

Queenie C Dec 22 at 1:28 PM



Adam Qazizada

Sent an image

Hello Adam! We are looking for a way to solve this.



History is on



4:38
Queenie C



Hello Adam! I hope all is well with you. Sorry for the delay; I was not around last time. Yes, I am already working on the email that you sent last time. The recon for your stores is still in process. It may take time, as I still have to collaborate with the team. I will contact you again when it is finalized. Thank you for your understanding and patience on this matter as we work diligently to solve this problem.

Jan 15 at 11:38 AM

Is there a way I can make a meeting with you

And also I tried sending jerdonna an message on here and it's not delivering says failed to send

Jan 15 at 11:46 AM

35 I've been so stressed about this nobody is answering, I've been calling and emailing passive scaling there website is down




Jan 15 at 11:52 AM

And recently I've seen a quite a few people are not getting any response or there money back from passive scaling since there contract has hit the 18 months period and it's getting me stressed a lot



History is on



<  Queenie C  



Hello Adam! I'll find a way. I'll get back to you.

Jan 16 at 10:33 AM

36

Can you tell jerdonna to respond to me

Jan 16 at 10:51 AM

I would like for you to tell jerdonna to call me so I can see what legal options they have for me since the business now is shut down

Jan 16 at 1:04 PM

And how come we still doing business and I'm still pay for products if passive scaling has came to an end

Queenie C Jan 16 at 2:33 PM



This is all noted. I already reached out to someone about this concern.

Jan 16 at 3:05 PM

Okay whoever you reached out to I want them to call me I don't want to receive a email or a text I want them to call me so I can talk to them about what's going on, and what's the next step for getting my money and etc


Because I would like a to get my questions answered right away oh asking not like always either couple days to weeks sometimes

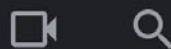
WEDNESDAY, JAN 17



History is on



<  Queenie C



Because I've sent an email to sales@passivescaling.com and I still haven't received anything

Jan 17 at 10:13 PM

37 And I also the missing products for AdammuhammadLLC I would like to get reimbursed and send the money to my account. I don't want any products anymore. So make sure you tell them that also because my contract is been breached

Jan 17 at 10:38 PM




These are the things that I need

1. Jerdonna to call me or one of the legal department people and give me the options of refund
2. I want the money that I said from the missing products and shipment to get sent to me instead of buying products I want the money to be sent to my account (AdammuhammadLLC) no questions asked
3. I would like to get my money back from all the products that I have left in both of my stores and also the order that I made a few weeks ago



History is on



<  Queenie C  

4. I want either a video call meeting or a phone call

5. My contract has been breached and I would like a refund and the reason why have been sent to jerdonna and who ever received emails from sales@passivescaling.com

FRIDAY, JAN 19

Jan 19 at 10:00 AM

38 Queenie please don't take couple weeks like you did last time to open or respond to me because now it's a really serious matter and I want this to be dissolved ASAP

Jan 19 at 10:09 AM

Adam Qazizada

These are the things that I need

1. Jerdonna to call me or one of the legal departme...

I want this to be answered and sent to jerdonna even tho I'm sending jerdonna multiple emails a day

Jan 19 at 11:42 AM

Hey, I've already received an email from Jordana for Google meet so don't have to worry about it too much now

Queenie C Jan 19 at 3:20 PM






Adam Qazizada



History is on



<  Queenie C  



Adam Qazizada

Hey, I've already received an email from Jordana for Google meet so don't have to worry about it too much now

Hello Adam! Has Jerdonna already answered all your questions? Your concerns have already reached them, and you will receive a message from them anytime soon.

Jan 19 at 3:28 PM

She hasn't answered any questions or anything because we have a meeting on Tuesday about all of this

But I didn't receive an email confirmation about it / the meeting

Jan 19 at 3:35 PM

Adam Qazizada

But I didn't receive an email confirmation about it / the meeting

Did *****

TUESDAY, JAN 23

Queenie C Jan 23 at 10:39 AM






Hello Adam! I'll ask her again and get back to you.

Jan 23 at 11:06 AM



History is on



<  Queenie C  

Queenie C Jan 23 at 10:39 AM



Hello Adam! I'll ask her again and get back to you.

Jan 23 at 11:06 AM

40

hey

i just got out of the meeting with her about everything

Queenie C Jan 23 at 11:09 AM



Did all your question already been answered?

Jan 23 at 11:09 AM

kinda just from one person to another to be honest

now i have to wait for the legal team to reach out to me

Queenie C Jan 23 at 4:05 PM



Okay this is noted. I'll also remind them about this from time to time.




Jan 23 at 4:06 PM

Thank you for everything even tho I put a lot of pressure on you but it wasn't your fault it's just the management and passive



History is on



<  Queenie C  



No worries; I'll do my best to help you as much as I can. I would also like to apologize that sometimes it may take a bit longer to reply back to your concern, as I also waited for their answers. They are busy at the moment, so it may take a bit of time.

41 Jan 23 at 4:28 PM

Yeah, the thing is that they don't reach out to you, but the thing is they're going through some stuff and they never notified me as a customer/client about what's going on which they supposed to notify me and let me know what happened with the company itself and etc. whatever happened

Jan 23 at 4:31 PM

That's why right now I'm upset and mad and little bit crazy over getting a refund because they've breached the contract with not notifying me about anything that is going on with their business which is not right they were either supposed to tell me or give me a meeting or do something and same with Jordana she never responded to any of my emails

WEDNESDAY, JAN 24


Jan 24 at 3:58 PM

Hey just wanted to confirm with you that I've been asking you about the reimbursement for



History is on



<  Queenie C



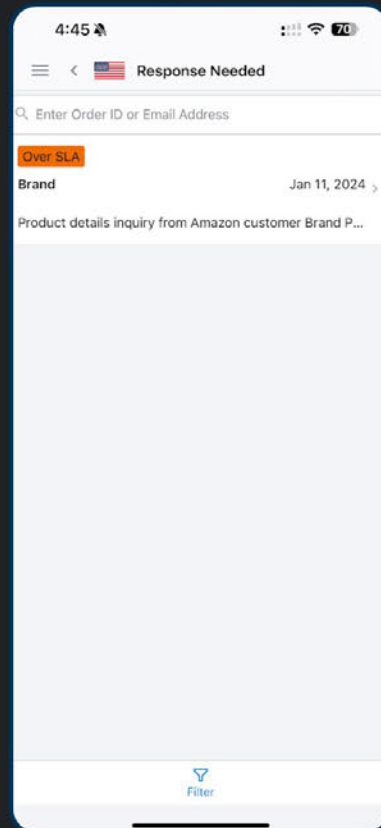
Feb 2 at 3:46 PM

Do something to help the sales because nothing is moving

There's been a over SLA since Jan 12

Feb 2 at 4:46 PM

42



Queenie C Feb 2 at 4:52 PM



Yes this is noted.

Feb 2 at 4:53 PM

Is this something you doing or the team ?

MONDAY, FEB 5

Queenie C Feb 5 at 2:17 PM






Hello Adam! Sorry for the delay. I



History is on



<  Queenie C  

Queenie C Feb 2 at 4:52 PM



Yes this is noted.

Feb 2 at 4:53 PM

Is this something you doing or the team ?

MONDAY, FEB 5

Queenie C Feb 5 at 2:17 PM



Hello Adam! Sorry for the delay. I collaborate with the team. Is it possible for you to send me screenshot of it?

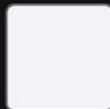
W3

Feb 5 at 2:17 PM

Oh what ?

Of*

Queenie C Feb 5 at 2:18 PM



Adam Qazizada

Sent an image

Is it possible for you to forward this email to me

Feb 5 at 2:19 PM

Did already a while ago

But I just sent it again




Feb 5 at 5:11 PM

And what's going on with the sales because nothing is moving



History is on



<  Queenie C  

Feb 29 at 7:14 PM

You was supposed to update today and I still haven't received anything

FRIDAY, MAR 1

Mar 1 at 10:50 AM

44
I need jerdonna and the legal team to response to me ASAP

Queenie C Mar 1 at 11:18 AM - Edited



Hello Adam! I apologized for the delay. Your 1HR credit from your ADAMQM12 LLC store is confirmed. I'm in the process of collaborating with the team to have your credit processed asap. I'll get back to you once it's all settled.

Queenie C Mar 1 at 11:21 AM



I have already informed Jerdonna. I'll let you know once I get a response from them.

Mar 1 at 11:28 AM

Queenie C

Hello Adam! I apologized for the delay. Your 1HR credit from your ADAMQM12 LLC store is confirmed. I'm in the process of collaborating with the team to...

I want it sent back to me to my bank account




Don't not credit it and buy products

Mar 1 at 11:30 AM



History is on



<  Queenie C  

SUNDAY, MAR 17

Mar 17 at 5:12 PM

Hey they still haven't sent me an email or responded to me can you tell them again please

MONDAY, MAR 18

Mar 18 at 1:40 PM

45

^^^

Queenie C Mar 18 at 3:07 PM



Hi Adam! I apologized for the late response. I have reached out to Jerdonna again. I am waiting for her response.

Hi Jerdonna! Adam keeps on messaging me, asking about your schedule; he wants to have a meeting with you and with a legal team.

Mar 18 at 3:08 PM

So you don't have the reach to legal team

Like first hand communication?

Queenie C Mar 18 at 3:37 PM



As of now, I can only message her as she is busy with meetings.

She told me she is currently waiting on the follow-up from legal tell him and she will update you on Wednesday.

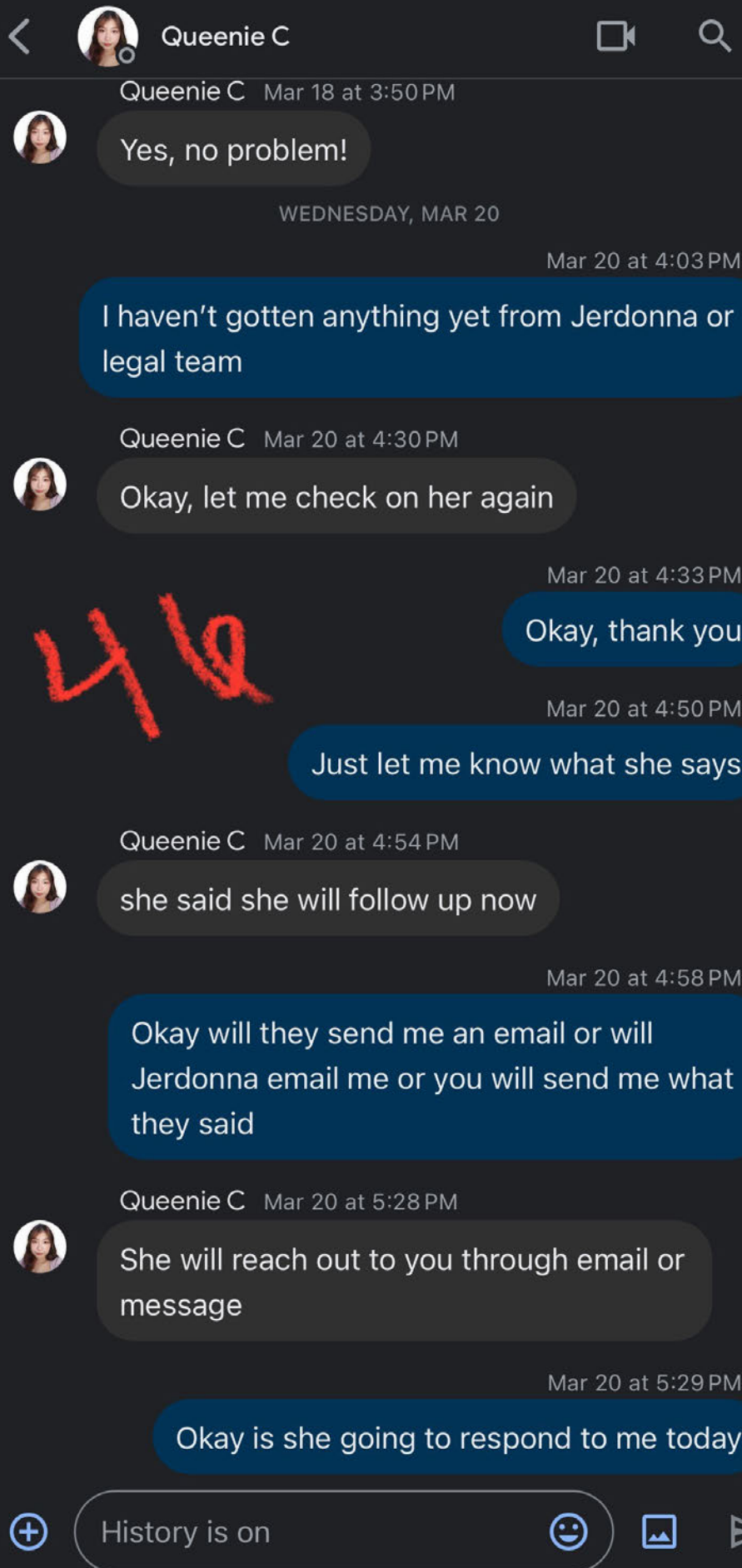
Mar 18 at 3:38 PM




Yeah but she takes for every to respond



History is on





<  Queenie C  

Okay is she going to respond to me today

THURSDAY, MAR 21

Mar 21 at 8:55 AM

Hey queenie I still haven't received anything yet from Jerdonna

Queenie C Mar 21 at 10:11 AM



Hi Adam! Did you receive any email or message from GHL app or chats from them?

Mar 21 at 10:17 AM

What's that ?

Mar 21 at 10:47 AM

Or who's that

Mar 21 at 11:59 AM

???

FRIDAY, MAR 22

Mar 22 at 8:46 AM

Hey queenie anything yet

MONDAY, MAR 25

Mar 25 at 8:39 AM

Hey I still haven't received anything and what's GHL ?




Mar 25 at 2:24 PM

???



History is on



<  Queenie C  

Queenie C Apr 3 at 5:42 PM



Hi Adam! I'll inform them again. I'll update you tomorrow.

Apr 3 at 5:45 PM

Okay

44

THURSDAY, APR 4

Apr 4 at 2:09 PM

Anything queenie ?

I've sent them email again about it

Queenie C Apr 4 at 6:22 PM



Hi Adam! I apologized for the delay, I haven't received any response yet. But I will do follow up for you. I'll keep you posted.

Apr 4 at 8:20 PM

Okay, please do

FRIDAY, APR 5

Apr 5 at 1:51 PM

So Jerdonna and legal team open my email but don't respond to it

MONDAY, APR 8

Apr 8 at 3:48 PM




It's Monday anything yet ?

Queenie C Apr 8 at 4:31 PM



History is on



4:41
<  Queenie C  

Queenie C Apr 8 at 4:31 PM



Hi Adam! I haven't receive anything yet.

and also your new account manager now
is Alleah, you can reach to her through
this alleah@hourlyrelief.com

if you ever need any help in the future
you can message her

49

Apr 8 at 4:33 PM

So instead of texting you text her ?

Queenie C Apr 8 at 4:33 PM



we haven't receive any updates from the
legal as of now

if you need any assistance, you can reach
to her when i am unable to response

I apologized I was transferred to another
department

so there are times when I have delays in
responding

alleah@hourlyrelief.com this is the email




Apr 8 at 4:35 PM

It's okay I don't really care about new
management or whatever because I'm just
getting this contract done



History is on



<  Queenie C  

It's okay I don't really care about new management or whatever because I'm just getting this contract done

THURSDAY, APR 11

Apr 11 at 1:17 PM

Hey I still haven't received anything and I also emailed alleah

No responses

SD

MONDAY, APR 15

Apr 15 at 1:38 PM

!

TUESDAY, APR 16

Queenie C Apr 16 at 4:17 PM



Good day, Adam, I apologize for the delay, I'll contact them for you, and I'll keep you posted.



WEDNESDAY, APR 24

Apr 24 at 9:43 AM


I'm still waiting nothing at all

THURSDAY, MAY 16

May 16 at 3:47 PM

Hey are you still with passive ?

MONDAY, JUL 8

Failed to send 

Queenie



History is on



< **A** **ADAMQM12 LLC**
1 member • Private



Chat

Shared

Tasks

Thank you for your time, and I look forward to hearing from you soon.

Best regards,
Jan Marie

Adam Qazizada joined

Wednesday, Jun 28, 2023

Hey thanks for the message, I hope you doing well

Deleted User Wednesday, Jun 28, 2023



I hope you're doing well too.

Wednesday, Jun 28, 2023

I've been going through a lot with these Amazon stores I have and it's just haven't been what I was thinking of, I've spent money and came out so far in the negatives, I've complained about it multiple times and nothing has changed so I don't want to make any changes or purchases to my stores until I've sold everything on it and looking to get a refund on my stores, so if you can just talk to a higher up person about it and let them know

THURSDAY, AUG 10, 2023

Deleted User is now a space manager



History is on



Kern, Frances

From: Adam Qazizada [REDACTED]
Sent: Monday, November 4, 2024 1:43 PM
To: Kern, Frances
Subject: Fwd: Your FBA Inventory

You don't often get email from [REDACTED]. [Learn why this is important](#)

Sent from my iPhone

Begin forwarded message:

From: Adam Qazizada [REDACTED]
Date: January 28, 2024 at 11:48:49 AM EST
To: Queenie C <queenie@hourlyrelief.com>
Subject: Fwd: Your FBA Inventory

Sent from my iPhone

Begin forwarded message:

From: Amazon Services <donotreply@amazon.com>
Date: January 25, 2024 at 6:48:50 PM EST
To: [REDACTED]
Subject: Your FBA Inventory
Reply-To: Amazon Services <donotreply@amazon.com>



Hello AMPRO,

We are writing to follow up on the email we sent you 15 days ago regarding the authenticity of the ASIN(s) listed below in your Fulfillment By Amazon (FBA) inventory. Please reply to this email within 15 days, otherwise your inventory listed below will be destroyed in accordance with the Unsuitable Inventory Investigations Policy.

Your response should address all of the following ASIN(s):

asin	title	quantity
B000VV1QQK	Four Elements 4E LOOK, NO X MA! Skin Soothing Cream - Nourishes and Hydrates Skin - 100% Organic Herbals, 2 OZ	33

Why is this happening?

We are considering this action because we have determined that your inventory may be counterfeit. The sale of counterfeit products is strictly prohibited and items sold on Amazon must adhere to all applicable laws and Amazon policies.

Failure to abide by these policies may result in loss of selling privileges, funds being withheld, destruction of inventory in our fulfillment centers, and other legal consequences.

How do I demonstrate authenticity?

In order to demonstrate the authenticity of your inventory, please provide supply chain documents that demonstrate your inventory are genuine products. A plan of action is not necessary and there is no required format for your response. Please submit documents such as:

- Invoices and receipts. You may remove pricing information, but the rest of the document must be visible. For ease of our review, you may highlight or circle the ASINs under review.
 - Supplier information including supplier name, supplier phone number, supplier address, and website.
 - Item descriptions.
 - Item quantities.
 - Import or export documents such as bills of lading, commercial invoices, and packing lists.
 - Brand letters authorizing your use of trademark, design, patent, or copyright.
- You should only send .pdf, .jpg, .png, or .gif files. These documents must be authentic and unaltered.

How do I send the required information?

Within 15 days of this notification, submit this information to <mailto:inventory-appeals@amazon.com>.

What happens if I do not send the requested information?

If within 15 days we do not receive the requested information or if you are unable to demonstrate the authenticity of your products, the relevant inventory under review may be destroyed.

We are here to help:

If you have questions, please review the following policies on Seller Central:

- Unsuitable inventory investigations policy at <https://sellercentral.amazon.com/gp/help/H4YYXNDRW9BSZEN>
- Amazon Anti-Counterfeiting Policy at <https://sellercentral.amazon.com/gp/help/201165970>

Has this review been conducted in error?

- If you believe the products that are under review are authentic, and are permitted for sale on Amazon, please include evidence or documentation demonstrating that your account has not violated our policies listed above and we will investigate.
- If we confirm that your products do not violate our policies, we will release the inventory to

you upon completion of our review.

Sincerely,
Amazon Services

<http://business.amazon.com/abredir>



If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

Copyright 2024 Amazon, Inc, or its affiliates. All rights reserved.
Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

SPC-USAmazon-510175296540638

Kern, Frances

From: Adam Qazizada [REDACTED]
Sent: Monday, November 4, 2024 1:43 PM
To: Kern, Frances
Subject: Fwd: Notification: Listing(s) Subject to Geographic Sales Restriction

You don't often get email from [REDACTED]. [Learn why this is important](#)

Sent from my iPhone

Begin forwarded message:

From: Adam Qazizada [REDACTED] >
Date: January 28, 2024 at 11:49:33 AM EST
To: Queenie C <queenie@hourlyrelief.com>
Subject: Fwd: Notification: Listing(s) Subject to Geographic Sales Restriction

Sent from my iPhone

Begin forwarded message:

From: Amazon Services <donotreply@amazon.com>
Date: January 25, 2024 at 3:04:21 PM EST
To: [REDACTED]
Subject: Notification: Listing(s) Subject to Geographic Sales Restriction
Reply-To: Amazon Services <donotreply@amazon.com>



Dear Seller,

We are writing to inform you that the following products are restricted from sale in certain locations although they are permissible for listing on Amazon. Please see policy specific information below. You do not need to take any action unless otherwise stated. In addition to all applicable federal laws and Amazon policies, you must also comply with state and local laws applicable to the locations into which your products are sold.

ASIN: B0741BCK58, SKU: 33689-PK12-7, Title: PIC Mosquito Repellent (12 Packs of 4) CIT 4, Citronella Coils

Why is this happening?

This product has been identified as an EPA 25(b) Minimum Risk Pesticide product that does not meet the requirements of a Minimum Risk Pesticide in the state of California. Please visit the California Department of Pesticide Registration's on guidance on Pesticide products exempt from registration. If you believe the decision was made in error please review the below checklist before submitting an appeal:

- The product meets all six conditions of the EPA Minimum Risk Pesticides regulation;
- All images submitted for the product labeling including the ingredient list, are clearly visible and images are uploaded to the Image Toolkit;
- All claims made on the product detail page and images comply with the terms of the product's market authorization;
- The product meets California Department of Pesticide Registrations conditions for minimum risk pesticide exemption.

For more information, review our Seller Help Pages :
<https://sellercentral.amazon.com/help/hub/reference/external/202115120?ld=SDCASOADirect> and
<https://sellercentral.amazon.com/help/hub/reference/external/GX2ZF3DLL64ULGW?ld=SDCASOADI>

What actions do I need to take?

- Please see specific policy information above for any relevant actions or information that may be required to bring product into compliance.

How can I appeal for removal of geographic sales restriction?

- If you believe the product listed above should not be subject to geographic sales restriction, or you have completed the action required in this message, please e-mail us at pars-rp-core-sellerappeals-transfer@amazon.com with ASIN, relevant marketplace, and any supporting information or documentation.

We're here to help:

If you have questions about our restricted products policy, please review:
<https://sellercentral.amazon.com/gp/help/external/200164330>

- In our efforts to help your business succeed, we are expanding notifications that let you know about issues before they impact your ability to sell. If you have additional questions, you may contact Selling Partner Support <https://sellercentral.amazon.com/cu/contact-us>

- Download iOS App at <https://itunes.apple.com/us/app/amazon-seller/id794141485?mt=8>

- Download Android App at
https://play.google.com/store/apps/details?id=com.amazon.sellermobile.android&hl=en_US

Thank you,

Amazon Services



If you have any questions visit: Seller Central

To change your email preferences visit: Notification Preferences

We hope you found this message to be useful. However, if you'd rather not receive future e-mails of this sort from Amazon.com, please opt-out [here](#).

Copyright 2024 Amazon, Inc, or its affiliates. All rights reserved.
Amazon.com, 410 Terry Avenue North, Seattle, WA 98109-5210

SPC-USAmazon-1952734554043506

Kern, Frances

From: Adam QM [REDACTED]
Sent: Monday, November 4, 2024 1:46 PM
To: Kern, Frances
Subject: Fwd: ASAP ANSWER

Sent from my iPhone

Begin forwarded message:

From: Adam QM [REDACTED]
Date: December 11, 2023 at 8:37:07 AM EST
To: Info <info@passivescaling.com>
Subject: Re: ASAP ANSWER

I have 2 stores it was a bundle package so they told me that 10k would be for both and if you can please give me my managers info so I can contact them about my questions

1. One of my stores they posted products and it got a complaint from Amazon that i was using someone product or name and they took them down from my account and haven't posted anything on there and
2. I've asked multiple times and they said they working on it so that isn't my problem and won't be counted towards my contract right ?
3. my other store I've been waiting almost 2 months for them to reimburse me for the lost stuff and etc and they haven't done anything yet so that also doesn't count towards my contract ?
4. Also can you give me the refund contract date or how many months I have left ?

On Dec 11, 2023, at 8:05 AM, Info <info@passivescaling.com> wrote:

Hi Adam,

The team has reviewed your questions please see the answers below.

1. I have a question you said if I wanted to ask for a refund I would have to wait till April of 2024.

- Based on the contract signed once the client has completed 18 months of working days it means that the stores we active with inventory and actively had a budget and the client has not recouped their investment the team will work with the client to provide a remedy.
- The client must be aware that the months that the store is without the required monthly budget are not counted toward the contract as with out a budget the team is not able to recoup the client's initial investment.

2. When I ask for a refund will I get to keep my stores or you'll take it ?

- Once the refund process is initiated by the client the team will provide a final break down and it will be determined at that time based on the payout amount

if it is considered as a refund or a buyback the client will be advised at that time of the status of the stores.

3. If it comes to one of my stores being in the negatives for revenue do you pay for that or what/ when it comes to refund ?

- The contract only covers the initial investment
- In the refund section under section be it shows the calculation on how the refund amount is calculated.

4. How long will it take to get the refund ?

- Depending on the amount once the client ask for a refund the team has 30 days to provide all document and update the client on the amount once the agreement is signed payment terms will also be decided at that time

5. Do I need to spend 5k monthly to have my store active or just 3-5 products?

- At present the monthly required budget for any store to be considered operational is a minimum of 10,000-15,000 as initially advised by the contract. With a lower monthly budget, the store would not be able to scale and manage its operation costs.
- Additionally based on trends with Amazon a budget below 10,000 to 15000 for an aazon fba store will result in the client taking a loss if the customer initiates a return or if any item is damaged by Amazon.

6. If I need to spend 5k monthly how can I do that if my store hasn't made me money to spend 5k monthly?

- the current profitability of your store depends on the already provided budget and your willingness to restock products in a timely matter
- any other direct store retailed issue, our team will request a breakdown for you store management team to beable to speak further on this.

On Sun, Dec 10, 2023 at 9:39 AM Adam QM [REDACTED] wrote:

- 1.I have a question you said if I wanted to ask for a refund I would have to wait till April of 2024 ?
2. When I ask for a refund will I get to keep my stores or you'll take it ?
3. If it comes to one of my stores being in the negatives for revenue do you pay for that or what/ when it comes to refund ?
4. How long will it take to get the refund ?
5. Do I need to spend 5k monthly to have my store active or just 3-5 products in my store?
6. If I need to spend 5k monthly how can I do that if my store hasn't made me money to spend 5k monthly?

Sent from my iPhone

Kern, Frances

From: Adam QM [REDACTED]
Sent: Monday, November 4, 2024 1:46 PM
To: Kern, Frances
Subject: Fwd: ASAP ANSWERS !!

Sent from my iPhone

Begin forwarded message:

From: Adam QM [REDACTED]
Date: December 13, 2023 at 8:19:37 PM EST
To: Info <info@passivescaling.com>
Subject: Re: ASAP ANSWERS !!

Okay thanks because even since I've signed that contract I've had over 5-10 new managers and etc, and I've tried contacting my old manager and it showed that the email isn't available anymore so I don't even know who's my manager or anything nobody sent me an email saying they're my new manger so alot of problems with passive scaling to be honest
Sent from my iPhone

On Dec 13, 2023, at 12:42 PM, Info <info@passivescaling.com> wrote:

Hello Adam ,

Questions 1-3 have been set to the store management team to provide a response by the end of the week.

As for the question for the final date depends on the current status of the store once confirm we will provide an update

On Wed, Dec 13, 2023 at 11:14 AM Adam QM [REDACTED] wrote:

I have 2 stores it was a bundle package so they told me that 10k would be for both and if you can please give me my managers info so I can contact them about my questions
1. One of my stores they posted products and it got a complaint from Amazon that i was using someone product or name and they took them down from my account and haven't posted anything on there and 2. I've asked multiple times and they said they working on it so that isn't my problem and won't be counted towards my contract right ?
3. my other store I've been waiting almost 2 months for them to reimburse me for the lost stuff and etc and they haven't done anything yet so that also doesn't count towards my contract ?
4. Also can you give me the refund contract date or how many months I have left ?

Sent from my iPhone

Kern, Frances

From: Adam QM [REDACTED]
Sent: Monday, November 4, 2024 1:49 PM
To: Kern, Frances
Subject: Fwd: Refund

Sent from my iPhone

Begin forwarded message:

From: Adam QM [REDACTED]
Date: February 20, 2024 at 11:14:12 AM EST
To: Legal <legal@passivescaling.com>
Subject: Re: Refund

Hey a reminder I've been emailing you guys for weeks and you guys are ignoring me and not responding to me like you guys said, where's my refund !!
Sent from my iPhone

On Feb 8, 2024, at 11:59 AM, Adam QM [REDACTED] wrote:

Feb 8th and I still haven't received a response from you guys and I'm still waiting

On Wed, Feb 7, 2024 at 12:11 PM Adam QM [REDACTED] wrote:
I'm still waiting on a response from you guys I will keep emailing you until I hear back from you, because I was given a date couple times and nothing till now, what kind of legal team is this where you give me a date for when I'm going hear back about my refund and miss it twice and I've sent around 6 emails for 6 days and nothing this isn't how you guys do business and call yourselves a legal team!

On Tue, Feb 6, 2024 at 12:35 PM Adam QM [REDACTED] wrote:
It's Tuesday the 6th and I still haven't received anything yet from you guys, loved how you emailed me so professionally and gave me a date etc in the first email and now not even responding to my emails and sent me anything about my refund, hopefully hear back from you soon!!



Sender notified by _____
[Mailtrack](#)

On Mon, Feb 5, 2024 at 10:13 AM Adam QM [REDACTED] wrote:

It's Monday the 5th of February I haven't received anything about my refund when I was suppose to get it on the 1st feb and also 30th of January, I would like to hear from you guys today !!
Sent from my iPhone

On Jan 31, 2024, at 9:49 AM, Adam QM [REDACTED] wrote:

Thank you for the update. I understand that the updates have been pushed back to February 1st and that you will make an effort to get them sent out by the end of the business day.

I appreciate your communication. Please let me know if there are any further updates because I would like to get this process over with and get my refund ASAP.

Thank you for your attention to this matter.

Sent from my iPhone

On Jan 31, 2024, at 9:30 AM, Legal
<legal@passivescaling.com> wrote:

Hello Adam,

Apologies for the detail,

All updates have been pushed back to February 1st

We will try to get them sent out by the end of the business day

On Wed, Jan 31, 2024 at 12:01 AM Adam QM
[REDACTED] wrote:

**Hey my name is Adam
Muhammad and I'm
sending this email
because I was suppose to
get an email back about
my refund on January
30th but haven't so**

hopefully I would be receiving it today Jan 31st

Sent from my iPhone

On Jan 24, 2024, at 9:22 AM, Legal
<legal@passivescaling.com> wrote:

Hello Adam QM,

This email is to confirm that we
have received your request for a
refund.

The following are details
important to the processing of your
refund:

- The team consists of 3 lawyers who are assigned to review each customer's case, 2 members of the company finances team, and 2 external parties who assist with the decision-making process.
- At present, 6 requests have to be completed before we can review your request. (all requests are handled in the order they are received)
- The team meets twice a week on Mondays and Wednesdays.
- Once your request is reviewed we send you a follow-up email to advise that the review has been completed and an estimated time frame on the next steps of the process.

We will email you on January 30th,
with additional details on the
request and how you have been

assigned to. Please wait for the provided date before you request a follow-up as sending multiple requests will only delay the process.

We will reach out to you before that date if any additional details are required on your part. Please also be advised that we only address refund-related concerns any other concerns are outside of our scope and encourage communication with your point of contact at Passive Scaling.

On Tue, Jan 23, 2024 at 11:22 AM
Adam QM

[REDACTED] wrote:

Hey my name is Adam Muhammad i have 2 stores with passive scaling which are AdamMuhammadLLC and Adamqm12LLC, my contract has came to an end and also breach the contract because of not being notified about what happened and what's going on with passive scaling, i've was never notified about passive scaling stop taking new clients, and how for literally months and months of waiting for the team which i don't even know whos my management team, i've been waiting for them to reimburse me for the missing products and i still haven't received the money back nor an email about it, i tried calling all the numbers from what i had from passive scaling all disconnected and email not working also, so i had to take it on my own hands to find steven and when i spoke to him he told me everything about what's going on and how its only one email to get in contact with jerdonna which right there as a customer/investor i was supposed to be notified about what's going on and what's happening and giving emails or numbers that still work.

So things that im having/had problems with still currently going on

1. Been waiting for months to get reimbursed from one of my stores which now only has 2 products in it and I've asked multiple times from queenie and she tells me that she's reached out but they haven't given her anything back and how they are working on it but it's been around 3-4 months

2. from Adamqm12LLC they sent me emails and notice about products they im using and it's now OVER SLA and nothing has happened or fixed

3. How Passive scaling stop accepting new client/ customer and how you guys are going through all these problems that steven told me and all the emails and numbers are disconnected and how i can get a hold of some which right there breaches the contract because i wasn't notified about what's going with you guys, because if i never get a hold of steven i would've never know what's going on and how nobody is responding to me or taking care of my stores

4. lack of communication, never notified about anything, not getting my monthly recons

So for those reasons i would like to get a refund

Kern, Frances

From: Adam QM [REDACTED]
Sent: Monday, November 4, 2024 1:48 PM
To: Kern, Frances
Subject: Fwd: Refund follow up

Sent from my iPhone

Begin forwarded message:

From: Adam QM [REDACTED]
Date: February 8, 2024 at 12:02:51 PM EST
To: Jerdonna P <jerdonna@hourlyrelief.com>
Subject: Re: Refund follow up

Jerdonna anything yet I still haven't gotten anything from them yet what's going on?

On Wed, Feb 7, 2024 at 12:36 PM Adam QM [REDACTED] wrote:

So you going to just open my emails and not respond to me?

Like what kind of communication skills do you guys have, I have been emailing you guys and nothing is even happening ?

On Wed, Feb 7, 2024 at 10:43 AM Adam QM [REDACTED] wrote:

I've sent them 5 emails and still no response, they gave me a specific date and they missed it twice and now nothing what kind of legal team is this, I would like a response from ASAP about my refund

On Wed, Feb 7, 2024 at 10:31 AM Adam QM [REDACTED] wrote:

I still haven't received anything from them , what's going on ?

On Tue, Feb 6, 2024 at 12:36 PM Adam QM [REDACTED] wrote:

I still have not heard anything from them or you and i also just emailed them again



Sender notified by

[Mailtrack](#)

On Mon, Feb 5, 2024 at 1:05 PM Jerdonna P <jerdonna@hourlyrelief.com> wrote:

Hi Adam

let me do a follow up on that for you



Sender notified by
[Mailtrack](#)

On Mon, Feb 5, 2024 at 12:07 PM Adam QM [REDACTED] wrote:

Hey jerdonna legal team haven't responded to me and they told me they gonna reach out to me on January 30th and didn't and then I sent an email and they told me it's moved to February 1st and ever since then till today nothing

Sent from my iPhone

On Jan 23, 2024, at 11:22 AM, Adam QM [REDACTED] wrote:

i just sent it to them

On Tue, Jan 23, 2024 at 10:40 AM Jerdonna P <jerdonna@hourlyrelief.com> wrote:

Please email legal@passivescaling.com with your request for a refund please include your reason for refund. I will email you a signed copy of your contact they will provide next steps.

[Join with Google Meet](#)

Meeting link

meet.google.com/kwf-awxx-fqa

Join by phone

(US) +1 302-549-4750

PIN: 809505446

[More phone numbers](#)

Refund follow up

Tuesday Jan 23, 2024 · 10:30am – 11am (Eastern Standard Time - Jamaica)

Guests

Jerdonna P - organizer

[REDACTED]

Kern, Frances

From: Adam QM [REDACTED]
Sent: Monday, November 4, 2024 1:49 PM
To: Kern, Frances
Subject: Fwd: ASAP ANSWER

Sent from my iPhone

Begin forwarded message:

From: Adam QM [REDACTED] >
Date: March 4, 2024 at 11:34:37 AM EST
To: Info <info@passivescaling.com>
Subject: Re: ASAP ANSWER

Where is my response about my refund

Sent from my iPhone

On Dec 19, 2023, at 8:35 AM, Info <info@passivescaling.com> wrote:

We will follow up again with the team when there are in at 9:30 am est

On Mon, Dec 18, 2023 at 8:28 PM Adam QM [REDACTED] wrote:
I still haven't received anything yet from my store manager/ management about what's going on and it's already Monday and I was supposed to get a response last week !
Sent from my iPhone

Settlement Agreement and Release of Claims

This Settlement Agreement and Release of Claims dated **February 8, 2022** (the "Agreement") is made between **Adam Muhammad** ("Client"), with a place of business (or residence at [REDACTED]) and Passive Scaling Inc. ("Passive"), a company registered in the State of New Jersey. Client and Passive are sometimes referred to herein individually as a Party and collectively as the Parties. This Agreement is effective as of the date it is signed by the last Party to sign it, as indicated by the date next to such Party's signature ("Effective Date").

Whereas, the Parties, entered into an agreement executed on **February 8, 2022** (the "Contract"), a copy of which is attached hereto], pursuant to which Passive agreed to perform certain services to manage Amazon and/or Walmart online storefronts for Client as more fully set forth in the Contract.

WHEREAS, to avoid the expense and uncertainty of further litigation, the Parties have agreed to settle as between themselves pursuant to the following terms. The Parties have agreed to settle said disputes and differences with respect to the Contract (the "Dispute") by executing this mutual Settlement Agreement and Release.

Whereas, the Parties recognize that by the execution of this mutual Settlement Agreement and Release, they are relinquishing their respective legal rights with respect to the aforementioned Contract.

Therefore, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereto agree as follows:

1. **Consideration.** Client acknowledges and agrees that it has received good, valuable and sufficient consideration for executing this Release. In particular, upon execution of this release by Client, Passive shall enroll Client in the Repayment Fund until Client receives **\$15,000 USD** (the "Settlement Amount") as explained in Section 2 of this Agreement. Client acknowledges and agrees that it will not be entitled to and shall not assert any claim for any additional amount from Passive other than the payment to be made hereunder. Client agrees that it will not seek anything further, directly or indirectly, for itself or any person, corporation, partnership or other entity, including any other payment or consideration, with respect to the Dispute and the claims released pursuant to this Agreement. Client shall be solely responsible for any and all taxes that may be owed to any federal, state, or local taxing authority as a result of the settlement payment received under this Agreement.

2. **Repayment Fund.** Client acknowledges and agrees that it shall receive the Settlement Amount pursuant to its participation in the Repayment Fund. The Repayment Fund is set up to provide the Settlement Amount for all parties who have requested a refund with Passive. Each month Passive will take the total amount of money in the Repayment Fund and distribute it equally among the participants of the Repayment Fund. The Repayment Fund shall be sourced from the profits of 3PL Logistics, a warehousing company whose principal place of business is in New Jersey. Client acknowledges and understands that 3PL Logistics is an unaffiliated entity owned by an officer of Passive. Nothing in this Agreement establishes any relationship, obligation or promise between Client and 3PL Logistics. 3PL Logistics is referenced herein solely to the extent necessary to establish the parameters in which Passive shall place money into the Repayment Fund.
- a. Each month, starting on **January 30, 2024**, Passive shall place **10%** of the monthly profits of **3PL Logistics** into the **Repayment Fund**. Passive shall additionally provide a monthly Profit and Loss Statement so that the Client can have insight into the monthly amount being placed into the fund by Passive. The client understands that the amount being placed into the Repayment Fund is subject to change from month to month. A payment could be much higher or lower from one month to another.
 - b. The client will receive their first payment from the fund **30 days after** signing this agreement. The payments will continue monthly until the sum mentioned under **Consideration (USD 15,000)** is paid in full.
 - c. The Client will receive a **minimum of USD 500 or a maximum of USD 2,500** per month
3. **Release.** Client and Passive do hereby release, cancel, and forever discharge the other Party and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in law or in equity, which each Party may have, may have had, or may in the future obtain, arising out of or relating out of the acts, omissions, agreements, or events relating in any manner to the Contract and the Dispute (the "Release").
4. **Effect.** This Release is intended to be a general release in the broadest form. It is understood and agreed that the Parties hereby expressly waive any and all laws and statutes, of all jurisdictions whatsoever, which may provide that a general release does not extend to claims not known or suspected to exist at the time of executing a release which if known would have materially affected the decision to

give said release. It is expressly intended and agreed that this Release does, in fact, extend to such unknown and unsuspected claims related to anything which has happened to the date hereof which is covered by this Release, even if knowledge thereof would have materially affected the decision to give this Release. In addition, the Parties warrant and represent to the other that the execution and delivery of this Release does not, and with the passage of time will not, violate any obligation of the Party to any third party. Each Party further represents and warrants that it has not assigned any of its rights with respect to the Dispute and the Contract to any other party.

5. **No Admission.** Client and Passive expressly agree and acknowledge that this Release represents the settlement and compromise of disputed claims, and that by entering into this Agreement neither Party hereto admits or acknowledges the existence of any liability, obligation, or wrongdoing on its part. Each Party expressly denies any and all liability with respect to the Dispute. Client understands that they are being provided this settlement offer even if they might not otherwise be entitled to a refund under their Contract with Passive in the interest of avoiding further litigation.
6. **Independent Legal Counsel.** The Parties acknowledge that they have had the opportunity to consult with independent legal counsel regarding the legal effect of this Agreement and the Release and that each Party enters into this Agreement freely and voluntarily.
7. **Who is Bound.** Each Party is bound by this Agreement. Any person or corporation, partnership or other entity which succeeds to a Party's rights and responsibilities is also bound. This Agreement is made for the benefit of the Parties, their past, present and future officers, directors, shareholders, employees, and agents, and the Parties' affiliates and subsidiaries, and all who succeed to their rights and responsibilities, as well as any successors and assigns of the Parties.
8. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, notwithstanding its choice of law provisions. The Parties agree that any claims or legal actions by one Party against the other to enforce the terms of this Agreement or concerning any rights under this Agreement shall be commenced and maintained in any state court located in the State of New Jersey.
9. **Confidentiality.** The Parties agree to keep confidential all the terms and conditions of this Agreement, as well as all negotiations and discussions leading up to this Agreement.
10. **Reformation/Severability.** If any court determines that any term of this Agreement is excessive in duration or scope or is unreasonable or unenforceable under the applicable laws, it is the intention of the Parties that such restriction may be modified or amended by the court to render it enforceable to the

maximum extent permitted by the applicable laws. In the event that any portion, word, clause, phrase, sentence or paragraph of this Agreement is declared void or unenforceable by any court, tribunal or arbiter of competent jurisdiction, the Parties mutually agree that such portion shall be considered severable and separable from the remainder, and the validity of the remainder of the Agreement shall remain unaffected, including the releases set forth hereinabove, and shall remain binding and enforceable.

11. **No Active Lawsuits.** Client understands that in signing this Agreement, Client agrees to discontinue and refrain from initiating any lawsuits related to the Dispute and the Contract within thirty (30) days of the execution of this Agreement. Client further agrees to leave no Bad Reviews (Meaning any post, public writing, message, statement, report or complaint that is derogatory or damages the reputation of Passive and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives) against Passive and its directors, officers, employees, subsidiaries, affiliates, agents, and representatives. If Client has already left a Bad Review, Client agrees to take it down within thirty (30) days of execution of this Agreement. Client acknowledges that the failure to meet its obligations under this section shall be deemed a default under this Agreement and Client would waive its rights and entitlement to payment from the Settlement Fund.
12. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Dispute, this Agreement and the consummation of the transactions contemplated hereby.
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.
14. **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.
15. **No Negative Interpretation:** This Agreement embodies the arms-length negotiation and mutual agreement between the Parties and shall not be construed against either party as having been drafted by such party. As such, the Parties further agree that this Agreement has been jointly drafted, so that in the event any portion, word, clause, phrase, sentence or paragraph of the Agreement is deemed ambiguous, said ambiguity shall not be construed against either of the Parties.

Each of the Parties acknowledges that it: (i) has read this Agreement and fully understands the contents and legal effects thereof; (ii) has been given a reasonable amount of time to consider this settlement; (iii) has been advised by counsel as to the meaning and implications of this Agreement or has voluntarily waived procurement of counsel; and (iv) desires to enter into this Agreement and is doing so voluntarily and without coercion.

16. **Entire Agreement.** This Agreement sets forth the entire and complete understanding and agreement between the Parties regarding the subject matter hereof including, but not limited to the settlement of all disputes and claims with respect to [the Contract and] the Dispute, and supersedes any and all other prior agreements or discussions, whether oral, written, electronic or otherwise, relating to the subject matter hereunder. Any additions or modifications to this Agreement must be made in writing and signed by authorized representatives of both Parties. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives or attorneys regarding this Agreement, except to the extent such representations are expressly set forth herein.
17. **Successors.** This Settlement Agreement is binding upon the heirs, successors and assigns of the Parties, and inures to the benefit of the heirs, successors and assigns of the Parties.
18. **Further Documents.** The parties agree to execute any further documents, instruments and agreements reasonably necessary to effectuate the terms and intentions of this Settlement Agreement
19. **Headings.** The headings in this Settlement Agreement are inserted for convenience only and shall not affect its construction.
20. **Authority to Bind.** By signing below the Parties represent that the signatories are authorized to execute this Agreement on behalf of themselves and/or their respective business entities and that the execution and delivery of this Agreement are the duly authorized and binding acts of their respective businesses.

<signature page follows>

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed as of the date first set out above.

PASSIVE SCALING, INC.

By:
Title:
Dated:

By:
Title:
Dated:

Kern, Frances

From: Adam QM [REDACTED]
Sent: Monday, November 4, 2024 1:49 PM
To: Kern, Frances
Subject: Fwd: Important Update: Settlement Offer and Refund Process Details for Adam M

Sent from my iPhone

Begin forwarded message:

From: Adam QM [REDACTED]
Date: April 3, 2024 at 4:08:30 PM EDT
To: Legal <legal@passivescaling.com>
Subject: Re: Important Update: Settlement Offer and Refund Process Details for Adam M

It's been almost a month and still no response can you guys please fix the contract and send it so I can sign the contract and get this done with already and also a meeting with you guys !!

On Thu, Mar 7, 2024 at 5:01 PM Adam QM [REDACTED] > wrote:

Hey thanks for finally getting back to me there's a few misspelling on the contract that i want you guys to fix, and also would like to see why is it just 15,000, and would like to get a better amount then that because of what i've been through with passive scaling and for breach of contract, and would like to make a meeting with the legal team just to discuss stuff that only you guys can answer.

Best regards,
Adam



Sender notified by
[Mailtrack](#)

On Wed, Mar 6, 2024 at 8:03 PM Legal <legal@passivescaling.com> wrote:

Dear Adam M,

I hope this email finds you well. We appreciate your patience throughout the refund process. We are pleased to inform you that a settlement offer has been prepared for your refund request with Passives Scaling INC.

Settlement Offer:

Upon reviewing your case and in accordance with the terms outlined in your contract, we are pleased to extend a settlement offer to you. The details of the settlement offer have been outlined in the attached document. We kindly request you to review the offer thoroughly. If you agree with the terms, we require your prompt response and the necessary documentation to initiate the refund process.

Wire Transfer Details:

To facilitate the refund process, we kindly request you to provide us with your wire transfer details. Please reply to this email with your complete banking information, including the bank name, account number, and routing number, to ensure a smooth and secure transaction.

Monthly Fund Statements:

We would like to assure you that transparency is a priority for us. As part of our commitment to keeping you informed, we will provide you with monthly statements detailing the status of the fund. These statements will include the progress of your refund request and any relevant updates regarding the process.

Exclusive Refund Process:

Due to the current status of the company, this wire transfer process is the designated method for refund disbursements. We appreciate your understanding in this matter. Rest assured, we are dedicated to ensuring a seamless experience for you.

We sincerely appreciate your cooperation and understanding throughout this process. Your patience is invaluable, and we are here to support you every step of the way. If you have any questions or concerns, please do not hesitate to contact us at via email.

Once you have reviewed the settlement offer and are ready to proceed, please let us know, and we can discuss the next steps, including the waiver process.

Thank you again for your cooperation. We look forward to resolving this matter to your satisfaction.

Warm regards,
Legal,
Passives Scaling INC

Kern, Frances

From: Adam QM [REDACTED]
Sent: Monday, November 4, 2024 1:50 PM
To: Kern, Frances
Subject: Fwd: SETTLEMENT ASAP

Sent from my iPhone

Begin forwarded message:

From: Adam QM [REDACTED]
Date: May 29, 2024 at 5:52:47 PM EDT
To: Jerdonna <jerdonna@passivescaling.com>
Subject: Re: SETTLEMENT ASAP

And if I don't get any payment this week then what ?

On Wed, May 29, 2024 at 5:49 PM Jerdonna <jerdonna@passivescaling.com> wrote:
Asking legal

bu i added you to the payment this for this week

On Wed, May 29, 2024 at 5:48 PM Adam QM [REDACTED] wrote:
Yes it is, and also where's the updated corrected Agreement?

On Wed, May 29, 2024 at 5:47 PM Jerdonna <jerdonna@passivescaling.com> wrote:
Is is a checking account

On Wed, May 29, 2024 at 5:43 PM Adam QM [REDACTED] wrote:
Adam Q Muhammad

On Wed, May 29, 2024 at 5:40 PM Jerdonna <jerdonna@passivescaling.com> wrote:
Hi Adam

Please provide me with the full name on the account so that we can send the first payment

On Wed, May 22, 2024 at 9:26 AM Adam QM [REDACTED] wrote:
Hey, how you doing? I'm sending this message out to let you guys know that I still have not received the correct agreement contract. If you guys can send me that and I've already sent my detail info for my bank and I will also put it on this email just in case, I would like to get the settlement as soon as possible so I can sign it and get this over with, but please make sure that it's already signed before sending it and also what's the next steps and what the wavier process??

Bank of America

Account

Routing